



AGENDA
CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL
MONDAY, JUNE 27, 2016 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

A. Proclaim City of Leesburg Election for 2016

3. MAYOR'S AWARD

4. PRESENTATIONS: None

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

B. PURCHASING ITEMS:

1. Approval of the purchase request from the Information Technology department for the purchase of a new Storage Area Network (SAN) solution for the City's network infrastructure and award of solicitation 160044 to High Performance Technologies, Inc.
2. Resolutions with Amec Foster Wheeler Environment and Infrastructure for contract amendment 2 changing the firms name and a resolution authorizing execution of Task Order No. 2 for engineering modeling related to Stock Sub-Division.
 - A. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment No. 2 with Amec Environment & Infrastructure, Inc. changing the name of the firm to Amec Foster Wheeler Environment & Infrastructure, Inc.; and providing an effective date.

B. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Task Order No. 2 with Amec Foster Wheeler Environment & Infrastructure, Inc. for professional services to perform a utility infrastructure assessment in the Stock subdivision area of the City; and providing an effective date.

3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional Services Agreement with Avcon, Inc. to prepare an Airport Master Plan Update for the Leesburg International Airport for an amount not to exceed \$390,718.00; and providing an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Partnership Agreement between Lake County Government and the City of Leesburg for Community Development Block funds for the Neighborhood Resource Center; and providing an effective date.

2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Interlocal Agreement between Lake County Government and the City of Leesburg for the formation of the HOME Investment Partnership Program (HOME) to address affordable housing within our community; and providing an effective date.

3. Request by Recreation Department for Commission approval to plan and facilitate a "Bounce-A-Palooza" back to school event at Venetian Gardens.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW) AVAILABLE

A. First reading of an Ordinance correcting a scrivener's error for the minimum house size on Ordinance No. 15-44, Ranches of Orlando.

7. INFORMATIONAL REPORTS: NONE

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

11. ROLL CALL:

12. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

CITY OF LEESBURG

PROCLAMATION

By authority vested in me as Mayor of the City of Leesburg, Florida, I do hereby proclaim the Municipal Election of the City of Leesburg, Florida to be held Tuesday, November 8, 2016, for the purpose of electing two members of the City Commission for terms of four years beginning January 2, 2017. I specify that the office of the member of the City Commission now held by JAY HURLEY shall appear on the ballot as “DISTRICT ONE, SEAT ONE;” and the office of the member of the City Commission now held by ELISE DENNISON shall appear on the ballot as “DISTRICT THREE, SEAT THREE.”

Qualifying begins at NOON, MONDAY, AUGUST 1, 2016, and ends at 4:00 P.M., FRIDAY, AUGUST 5, 2016. All parties interested in qualifying for this election may do so at City Hall, City Clerk’s Office, 501 W. Meadow Street, Leesburg, Florida.

The Election will be held in conjunction with the County, State, and Federal elections, and all precincts will be open.

WITNESS my hand and seal of the City of Leesburg, Florida this 27th day of June, 2016.

Jay Hurley, Mayor

J. Andi Purvis, City Clerk



AGENDA MEMORANDUM

Item No: 5.B.1.

Meeting Date: June 27, 2016

From: Mike Thornton, Purchasing Manager
for Tino Anthony, Information Technology Director

Subject: Approval of purchase request for a Storage Area Network (SAN) Solution and award of solicitation.

Staff Recommendation:

Staff recommends award of Invitation to Negotiate 160044 to High Performance Technologies, Inc. (HPT) and approval of the purchase from HPT for an amount not to exceed \$99,623.70.

Analysis:

The City network infrastructure requires an upgrade to the data storage system, or Storage Area Network (SAN). The SAN component of the network is what controls and provides space for data storage across the entire city. The current storage system has nearly reached its maximum available space. Additional storage space or disks cannot be added to the current system.

The new SAN solution will provide approximately the same amount of raw storage space in the current system. However, the new system uses better and newer technology; storing data more efficiently. The solution provides more effective or actual storage space than the City currently has. The new solution is smart enough to not store the same document multiple times, for example. The system can also 'reclaim' space that is no longer being used. Unused space created when large blocks of data are deleted. The selected SAN solution can be easily upgraded by adding additional disks.

Procurement Analysis:

The Purchasing Division issued Invitation to Negotiate (ITN) 160044. An ITN is similar to a Request for Proposal but provides a little more latitude to use final negotiations with one or more vendors.

The City received nine (9) responses from technology firms. The ITN allowed for any type of SAN solution to be proposed. The proposed solutions ranged from cloud based solutions to fully proprietary 'appliance' solutions.

The evaluation committee consisted of three staff members from Information Technology (IT) and the IT Director serving as the chairman. Following evaluations, the Committee came to agreement on the following ranking. The Committee requested the top three firms be invited for interviews to address specific questions and present their proposed solution.

"Consensus" Summary of Rankings 160044 - Storage Area Network (SAN) Solution									
Vendor Name	OVERALL TOTALS			Evaluator 1		Evaluator 2		Evaluator 3	
	Rank	Total Ord.	Points	Score	Rank	Score	Rank	Score	Rank
CHAMPION SOLUTIONS GROUP	5	17	1760	627.50	4	495.00	7	637.00	6
TOTOWA SYSTEMS	7	19	1417	320.00	8	435.00	8	661.50	3
UNITED DATA TECHNOLOGIES	1	5	2052	785.00	1	575.00	3	692.00	1
VEYTEC, INC.	5	17	1714	566.00	6	510.00	6	638.00	5
PRX TECHNOLOGIES	9	22	1350	305.00	9	390.00	9	654.75	4
HIGH PERFORMANCE TECHNOLOGIES, INC.	2	8	2020	590.00	5	760.00	1	669.50	2
ROLTA ADVIXEX	8	20	1593	437.50	7	540.00	5	615.50	8
PROSYS INFORMATION SYSTEMS, INC.	3	11	2045	711.25	2	715.00	2	618.50	7
COPPER RIVER INFORMATION TECHNOLOGY LLC	4	16	1762	645.00	3	555.00	4	562.00	9

Following the interviews, the Committee came to a consensus on this final ranking. Following each company name is the technology manufacturer/solution they proposed.

Rank Company Name

- 1 High Performance Technologies, Inc. – Hewlett Packard
- 2 United Data Technologies – Nimble Technologies
- 3 Prosys Information Systems, Inc. - EMC

The Purchasing Division negotiated the final price of the SAN solution with High Performance Technologies, Inc. The final negotiated price of \$99,623.70 is less than their original proposal of \$106,777.30.

Staff notes one of the proposals was a 'cloud' based solution. It was evaluated in accordance with the evaluation criteria and did not make the short list. The cost of a cloud based solution was not competitive and the operation cost could not be calculated as pricing for cloud solutions are determined by the amount of data that is uploaded and downloaded from the site. The type of data storage and use by the City does not lend itself to a cloud solution.

Options:

1. Approve the award of the ITN and purchase to High Performance Technologies, Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The Information Technology Department budgeted \$100,000 for this specific purchase in the Fiscal Year 2016 budget; funds are available.

Submission Date and Time: 6/22/2016 5:31 PM

Department: <u>Information Technology</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input checked="" type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review: Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>001-1633-513.64-10</u> Project No. <u>GFASST</u> WF No. <u>WF0997467 / 001</u> Req. No. <u>48066</u> Budget <u>\$100,000.00</u> Available <u>\$100,000.00</u>
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AGENDA MEMORANDUM

Item No: 5.B.2.

Meeting Date: June 27, 2016

From: Mike Thornton, Purchasing Manager
for DC Maudlin, Public Works Director

Subject: Resolutions authorizing execution of an Amendment 2 and Task Order 2

Staff Recommendation:

Staff recommends approval of both resolutions presented under this agenda item.

- 1) Resolution authorizing amending the agreement, changing the firm's name.
- 2) Resolution authorizing execution of Task Order No. 2 for services to complete a utility infrastructure assessment in Stock subdivision for an amount not to exceed \$46,480.00.

Analysis:

Item one, the contract amendment, is purely a house keeping issue as the firm has changed their name and the agreement between Amec and the City should reflect the name change.

Item two authorizes the approval of Task Order No. 2. If approved, Amec will provide professional services to complete an Infrastructure Assessment Report.

Stock subdivision has experienced localized street flooding due to storm water system deficiencies. The water and wastewater utilities experience some problems due primarily to poor access to the utilities because they are positioned in the rear of most of the homes rather than in the street. In preparing the report Amec will locate all utilities, establish their condition, and provide recommendations for updating the water, sanitary and storm water utility infrastructure.

The deliverables resulting from this study will be:

- a draft Infrastructure Assessment Report,
- a final Infrastructure Assessment Report, and
- an Infrastructure Improvements Master Plan Report.

These reports will be used by the City to prepare a construction plan for future utility infrastructure relocations and improvements in Stock subdivision.

Procurement Analysis:

The professional services are being ordered as a Task Order under an existing professional services agreement approved by Commission.

Options:

1. Approve the resolution authorizing execution of the Task Order with Amec Foster Wheeler Environment & Infrastructure for an amount not to exceed \$46,480.00; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The cost of this project will be split between the water, waste water, and storm water utilities. The water utility budgeted for this work in the current fiscal year. The waste water and storm water utilities will use available funding in R & R.

Submission Date and Time: 6/22/2016 5:31 PM

Department: <u>Public Works</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> <u>Revised 6/10/04</u>	Reviewed by: Dept. Head <u>DCM</u> Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>043-3099-533.31-30</u> <u>044-4099-535.31-30</u> <u>014-7099-537.31-30</u> Project No. <u>430002</u> <u>440002</u> <u>140002</u> WF No. <u>WF1034899 / 001</u> <u>WF1034900 / 001</u> <u>WF1034904 / 001</u> Req No. <u>48314</u> Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT NO. 2 WITH AMEC ENVIRONMENT & INFRASTRUCTURE, INC. CHANGING THE NAME OF THE FIRM TO AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the professional has changed their company name to Amec Foster Wheeler Environment & Infrastructure, Inc.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute Amendment No. 2 with Amec Foster Wheeler Environment & Infrastructure, Inc. whose address is 2000 E. Edgewood Drive, Ste 215, Lakeland, Florida 33803 for professional engineering services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 27th day of June 2016.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE TASK ORDER NO. 2 WITH AMEC
FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE,
INC. FOR PROFESSIONAL SERVICES TO PERFORM A
UTILITY INFRASTRUCTURE ASSESSMENT IN THE STOCK
SUBDIVISION AREA OF THE CITY; AND PROVIDING AN
EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute Task Order NO.
2 under an existing agreement with Amec Foster Wheeler Environment & Infrastructure,
Inc. whose address is 2000 E. Edgewood Dr., Ste 215, Lakeland, Florida 33803 for
professional services to perform a utility infrastructure assessment for the Stock subdivision
area of the City.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 27th day of June 2016.

Mayor

ATTEST:

City Clerk



AGENDA MEMORANDUM

Item No: 5.B.3.
Meeting Date: June 27, 2016
From: Al Minner, City Manager
Subject: Professional services for the Airport Master Plan Update

Staff Recommendation:

Staff recommends:

- 1) approval of the final ranking of firms following evaluation of the Statements of Qualifications, and
- 2) approval of the resolution authorizing execution of the Agreement with Avcon, Inc. for an amount not to exceed \$390,718.00.

<u>Rank</u>	<u>Firm Name</u>
1	Avcon, Inc.
2	TKDA

Analysis:

The purpose of this project is to contract with a qualified firm to provide professional services to prepare an Airport Master Plan Update (MPU) for the Leesburg International Airport (Airport). The MPU will be a necessary document when applying for grants on future projects at the Airport.

The City will be submitting a grant application to the Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) to obtain most of the funding needed for this study. The funding would be divided with the FAA – 90%, FDOT - 8% and the City - 2%. Moving forward with this study is contingent upon the FAA approving the City's grant application. Staff has held several discussions with the FAA regarding this study. Staff feels the possibility of the grant application being approved is good.

Procurement Analysis:

The Purchasing Division issued Request for Qualification 160283 requesting interested and qualified firms submit a statement of qualifications. The Purchasing Division received two sealed responses. The two responding firms are TKDA from Tampa, Florida and Avcon, Inc. from Orlando, Florida.

The evaluation committee consisting of three members came to a consensus on the final ranking. That ranking is included here for your review.

<p align="center">"Consensus" Summary of Rankings RFQ 160263 - Airport Master Plan Update</p>									
Vendor Name	OVERALL TOTALS			Evaluator 1		Evaluator 2		Evaluator 3	
	Rank	Total Ord.	Points	Score	Rank	Score	Rank	Score	Rank
Avcon, Inc.	1	3	1193	300	1	416	1	477	1
TKDA	2	6	1112	298	2	342	2	472	2

The Purchasing Division requested a Scope of Services and Fee Proposal from Avcon, Inc. Staff negotiated elements of the scope of work and fee.

Following receipt of the revised proposal staff engaged AID, Inc. to perform an Independent Fee Estimate (IFE). FAA grant requirements stipulate all proposals/contracts for professional services must be analyzed by an independent third party, or qualified agency staff, to insure the scope of work is sufficient and the fee is reasonable. The proposals fee must be within 10% of the IFE amount.

The fee proposal from Avcon, Inc. does fall within 10% of the IFE. The City can now proceed with the FAA grant application which is due July 1, 2016.

Options:

1. Approve the final ranking and authorize execution of the agreement with Avcon, Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

If all grant applications are approved the funding shall be as follows:

FAA – 90% (\$351,646.20)

FDOT – 8% (\$31,257.44)

City – 2% (\$7,814.36)

This project is budgeted in the current budget.

Submission Date and Time: 6/22/2016 5:31 PM

Department: <u>Airport</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u>X</u> Not Required <u> </u> Dates: <u>March 6, 2016</u> Attorney Review: Yes <u> </u> No <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u> </u> Submitted by: <u> </u> City Manager <u> </u>	Account No. <u>048-8099-542.31-30</u> Project No. <u>480003</u> WF No. <u>WF0934399 / 001</u> Req No. <u>48284</u> Budget <u>\$400,000.00</u> Available <u>\$400,000.00</u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH AVCON, INC. TO PREPARE AN AIRPORT MASTER PLAN UPDATE FOR THE LEESBURG INTERNATIONAL AIRPORT FOR AN AMOUNT NOT TO EXCEED \$390,718.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City desires to engage a firm to perform an Airport Master Plan Update for the Leesburg International Airport.

WHEREAS the Purchasing Division issued Request for Qualifications 160283 and conducted an evaluation process to identify a top ranked firm, Avcon, Inc.

WHEREAS starting and completion of the study is contingent upon FAA approval of the City's grant application and the related funding approval.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Avcon, Inc. whose address is 555 E. Michigan Street, Suite 200, Orlando, FL 32822 for professional services in preparation of an Airport Master Plan Update pursuant to Request for Qualifications 160283.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 27th day of June 2016.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the 27th day of June in the year 2016, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **AVCON, INC.** whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida 32822 (hereinafter referred to as the "PROFESSIONAL" or "CONSULTANT").

WHEREAS, the CITY issued Request for Qualifications 160283 to contract with a qualified professional or firm to provide professional services in preparing an Airport Master Plan Update for the Leesburg International Airport (LEES);

WHEREAS, the PROFESSIONAL has been selected as the top ranked firm among all firms submitting proposals;

WHEREAS, the CITY is seeking grant funding from the Federal Aviation Administration (FAA) to assist the CITY in paying for this study;

WHEREAS, this project is dependent on the CITY receiving funding from the FAA for a significant amount of the cost of this study.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. The PROFESSIONAL shall perform the services as described in ATTACHMENT "C" – SCOPE OF SERVICES. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for similar projects.

2. Compensation. Compensation shall be in accordance with THE professional services compensation included in ATTACHMENT "C". The cost of the services shall not exceed **\$390,718.00** unless the CITY has executed a written change order approving any increase in price.

3. Payment. CITY shall compensate PROFESSIONAL for their services in accordance with the Florida Prompt Payment Act and the Terms and Conditions of this Agreement.

4. Authorized Expenses. The CITY will not be liable for any expenses incurred by the PROFESSIONAL prior to the issuance of a Notice to Proceed except as authorized by the CITY in writing.

5. Term. The term of this Agreement shall be for a period of three (3) years or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY. Work shall begin within ten (10) calendar days from the date the CITY issues a Notice to Proceed.

6. Termination. All or part of this Agreement may be terminated under the following conditions;

a. **For Convenience**

- i. The CITY may, by written notice to the PROFESSIONAL, terminate this Agreement for its convenience and without cause or default on the part of PROFESSIONAL. Upon receipt of the notice of termination, except as explicitly directed by the CITY, the PROFESSIONAL must immediately discontinue all services affected.
- ii. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
- iii. CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- iv. CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

b. **Termination for Default**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- i. **Termination by Owner:** The CITY may terminate this Agreement in whole or in part, for the failure of the PROFESSIONAL to:
 1. Perform the services within the time specified in this contract or by CITY approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project;
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the PROFESSIONAL must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the PROFESSIONAL was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- ii. **Termination by Professional:** The PROFESSIONAL may terminate this Agreement in whole or in part, if the Owner:
 - 1. Defaults on its obligations under this Agreement;
 - 2. Fails to make payment to the PROFESSIONAL in accordance with the terms of this Agreement;
 - 3. Suspends the Project for more than [180] days due to reasons beyond the control of the PROFESSIONAL.

Upon receipt of a notice of termination from the PROFESSIONAL, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and PROFESSIONAL cannot reach mutual agreement on the termination settlement, the PROFESSIONAL may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the PROFESSIONAL through the effective date of termination action. Owner agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- c. **Non-Appropriation of Funds.** The PROFESSIONAL understands and agrees any and every Agreement is subject to the availability of funds to the CITY to purchase the specified services. As used herein, a "non-appropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified services or other amounts owed pursuant to

any Agreement, from the Source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under Contract. The CITY will be applying for an FAA grant to offset a significant portion of the expense for these services. Should the CITY's grant application not be approved or the CITY not be awarded sufficient funds for the services that shall constitute an occurrence of "non-appropriation". The CITY may terminate an Agreement, with no further liability to the vendor other than compensation for services competently performed up to the date of termination, effective the first day of a fiscal period provided that:

- i. a non-appropriation has occurred, and
- ii. The CITY has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.
- iii. Upon the occurrence of such non-appropriation the City shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

7. Insurance. The PROFESSIONAL will maintain throughout this Agreement the following insurance: SEE EXHIBIT "A."

- A.** The original of each such policy of insurance, or a complete duplicate, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.
- B.** All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- C.** The PROFESSIONAL shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- D.** The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- E.** The required insurance shall not limit the liability of the PROFESSIONAL. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.
- F.** All liability insurance, except professional liability, shall be written on an occurrence basis.
- G.** The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- H.** Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- I.** Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- J.** The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

- K.** The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- L.** The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- M.** The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- N.** The PROFESSIONAL, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the PROFESSIONAL'S liability coverage(s).

8. Indemnification. The PROFESSIONAL shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the PROFESSIONAL to indemnify the CITY shall be limited to intentional or negligent acts, omissions, or defaults of the PROFESSIONAL; any contractors, subcontractors, subsubcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the intentional or negligent acts or omissions of the PROFESSIONAL, or any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

9. Codes, Laws, and Regulations. PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

10. Permits, Licenses, and Fees. PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.

11. Access to Records. PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL'S normal business hours.

Additionally, PROFESSIONAL must maintain an acceptable cost accounting system. The PROFESSIONAL agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the PROFESSIONAL which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The PROFESSIONAL agrees to maintain all books, records and reports required under this contract for a period of not less than five (5) years after final payment is made and all pending matters are closed.

12. Public Records Retention. CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the

cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

13. Contingent Fees Prohibited. The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

14. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the CITY's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

15. Independent Contractor. The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

16. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

17. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the CITY.

18. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

19. Contact Person. The primary contact person under this Agreement for the PROFESSIONAL shall be **Robert Hambrecht, Project Manager**. The primary contact person under this Agreement for the CITY shall be **Tracey Dean, Airport Manager**.

20. Approval of Personnel. Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified in the PROFESSIONAL's response to Request for Qualification 160283 are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

21. Subcontractors. The CITY reserves the right to approve all subcontractors for tasks performed under this Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY

22. Disclosure of Conflict. The PROFESSIONAL has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and his duties under this Agreement.

23. Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

24. Authority to Obligate. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

“AVCON, INC.”

By: _____

Printed: _____

Its: _____
Title

ATTACHMENT “A”

SCOPE OF SERVICES

- I. Scope of Services.** The Scope of Services is as described in ATTACHMENT “C” to provide services to prepare and deliver a completed Airport Master Plan Update.
- II. Request for Qualifications (RFQ) Document.** RFQ 160283 document is incorporated by reference and made a part hereof.
- III. Submitted Proposal.** The proposal submitted by PROFESSIONAL in response to RFQ 160283 is made a part hereof.
- IV. Compensation.** PROFESSIONAL shall be paid not more than once monthly for work performed under this agreement. All invoices submitted by the PROFESSIONAL shall clearly reference the purchase order issued for this project, the project name, and the services performed.
- V. Guidelines for Reimbursable Expenses.** Reimbursable expenses are legitimate expenses incurred by the PROFESSIONAL in addition to fees for basic and additional services for actual expenditures as expressly allowed under this Agreement. Reimbursable costs incurred internally shall be documented in the manner acceptable to the CITY (e.g., copy logs, etc.). The following are acceptable reimbursable items:
 - 1. Electrostatic copies.
 - 2. Blueprinting.
 - 3. Color copies.
 - 4. Incoming faxes.

Standard overhead costs that are not allowed as reimbursable expenses include, but are not limited to: telephone, rent, taxes, office supplies, computer costs, CAD costs, cost of establishing and maintaining a web site, etc.

[Rest of page intentionally left blank.]

ATTACHMENT “B”

Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

The Contract Provisions within this Attachment “B” are applicable to this Agreement for Professional Services. Where a conflict may exist between the following Contract Provisions and any other language in this Agreement the Attachment “B” provisions shall take precedence.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined

by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The PROFESSIONAL or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The PROFESSIONAL shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor (PROFESSIONAL) agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

PROFESSIONAL has full responsibility to monitor compliance to the referenced statute or regulation. The PROFESSIONAL must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This contract and all subcontracts incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TRADE RESTRICTION CERTIFICATION

By execution of this Agreement the PROFESSIONAL -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The PROFESSIONAL must provide immediate written notice to the CITY if the PROFESSIONAL learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The PROFESSIONAL must require subcontractors provide immediate written notice to the PROFESSIONAL if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The PROFESSIONAL agrees it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the PROFESSIONAL has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the PROFESSIONAL or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CITY cancellation of the contract or subcontract for default at no cost to the CITY or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the PROFESSIONAL and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This

preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the CITY, a weekly statement on the wages paid to each employee performing on covered work during the prior week. CITY must report any violations of the Act to the Federal Aviation Administration.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the CITY encourages the PROFESSIONAL to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The PROFESSIONAL must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

CITY will provide PROFESSIONAL written notice that describes the nature of the breach and corrective actions the PROFESSIONAL must undertake in order to avoid termination of the contract. CITY reserves the right to withhold payments to PROFESSIONAL until such time the PROFESSIONAL corrects the breach or the CITY elects to terminate the contract. The CITY's notice will identify a specific date by which the PROFESSIONAL must correct the breach. CITY may proceed with termination of the contract if the PROFESSIONAL fails to correct the breach by deadline indicated in the CITY's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

PROFESSIONAL agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The PROFESSIONAL agrees to report any violation to the CITY immediately upon discovery. The CITY assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

PROFESSIONAL must include this requirement in all subcontracts that exceeds \$150,000.

[end of ATTACHMENT "B"]

ATTACHMENT “C”

AVCON, INC.

PROPOSAL

FOR

CITY OF LEESBURG, FLORIDA

FOR

AIRPORT MASTER PLAN UPDATE (MPU)

**AIRPORT MASTER PLAN UPDATE
SCOPE OF SERVICES
LEESBURG INTERNATIONAL AIRPORT
LEESBURG, FLORIDA**

Project Background

Introduction

This project involves preparation of an Airport Master Plan Update for Leesburg International Airport (LEE) in accordance with the requirements of the Federal Aviation Administration (FAA), the Florida Department of Transportation (FDOT) and the needs of the City of Leesburg, Florida, the Airport sponsor. The services described in this scope of work will be conducted by AVCON, Inc. (AVCON) and their sub-consultants (the AVCON Team). Specifically, the Master Plan Update study will be conducted in accordance with FAA Advisory Circulars (AC) 150/5070-6B, *Airport Master Plans*; FAA AC 150/5325-4B, *Runway Length Analysis*; FAA AC 150/5300-13A, *Airport Design*; FAA ARP Standard Operating Procedure No. 2, *ALP Review Checklist*; FAA ARP Standard Operating Procedure No. 3, *Exhibit 'A' Review Checklist*, as well as the FDOT *Guidebook for Airport Master Planning* (April 2010); FDOT Procedural Guidance 725-040-100-h, *Airport Master Plans*; and FDOT Procedural Guidance 725-040-040-h, *Aviation Program Management*.

This update will entail a comprehensive analysis of current Airport facilities, determination of trends and activities affecting the Airport, existing and future Airport land use, pavement condition, as well as evaluation of runway length, strength, and navigational requirements. The Master Plan Update will result in the preparation of an analysis of airside and landside development alternatives, the preparation of a potential funding plan, and the update of the Airport Layout Plan set to guide future development on the Airport.

Leesburg International Airport is a general aviation (GA) airport located in Lake County, FL (County), which is owned and operated by the City of Leesburg (City). The Airport supports a variety of GA aeronautical operations and is home to approximately 92 based aircraft. The Airport is located approximately three miles northeast of the City of Leesburg, Florida and is served by two runways: Runway 13/31 and Runway 3/21. Runway 13/31 has dimensions of 6,300 feet in length by 100 feet wide. Runway 3/21 has dimensions of 4,957 feet in length by 100 feet wide. Both runways are equipped with a four-light precision approach path indicator lights (PAPIs). Runways 3, 13 and 31 have global positioning system (GPS) approaches. The Airport has a tower that is manned from 0700 to 1900. The Airport is equipped with fuel storage facilities capable of dispensing 100LL, and Jet-A aviation fuels. The Airport serves single and multi-engine aircraft operations, light jets, rotorcraft, and ultralights. Annual operations according to the FAA's Terminal Area Forecast as of January 2015 were 53,106

annual operations in 2013 divided 51 percent to 49 percent between itinerant and local operations respectively.

Project Objective/Key Issues

The overall goal of a Master Plan Update is to provide guidelines for future Airport development that will satisfy aviation demand in a cost-effective, feasible manner while considering aviation, environmental, and socioeconomic issues of the community. Thus, an Airport Master Plan presents both short- and long-term development and graphically displays proposed growth in the FAA-required Airport Layout Plan set while the narrative report provides the data, justification, and logic associated with the proposed changes. Airport objectives will be based upon an initial evaluation of the Airport and its surrounding environment and will also include meetings with the Airport FBO, City staff, and local officials (i.e. the Airport Advisory Board members). However, the Airport master plan objectives should be flexible to assure an unbiased and objective basis for the final project.

Master planning activities will provide a capital improvement program for future development of the Airport, as well as an overview of land use compatibility issues in the Airport environs as prescribed in Florida Statutes. In addition, this planning effort will result in the development of an Airport Layout Plan drawing set, which meets both FAA and FDOT criteria. The Master Plan Update will provide the Airport and City with a comprehensive overview of the Airport's needs during the next twenty years, and will include the identification, location, timing and costs of proposed development as necessary to meet future demand projections or to increase safety.

Some of the specific issues to be evaluated as part of this master plan process are delineated below. Specific tasks were incorporated into this scope of services in an effort to address these considerations. This listing is not intended to be an exhaustive recitation of items that require consideration within the master plan update but rather identifies major concerns or issues that should be addressed in support of the City's long-term airport goals. Some specific goals and objectives to be considered in no specific order include:

1. Assess the operational efficiency, effectiveness, and safety of the Airport.
2. Evaluate the Airport facility layout for conformance with FAA AC 150/5300-13A, *Airport Design*.
3. Evaluate the known obstructions to the airspace of the Airport to determine the current impact to the Airport. It is proposed that new obstruction surveys will be conducted as part of the AGIS survey as part of this project.
4. Evaluate the Airport's existing and ultimate runway length requirements to identify improvements necessary to meet demand and/or entice additional traffic to the Airport.

5. Evaluate existing and future land acquisition and utilization to ensure "best use".
6. Assess and evaluate potential development options in relation to forecast demand, land utilization, and compatibility with long-term Airport development.
7. Evaluate existing Airport infrastructure and make recommendations for future development.
8. Assess any short-term actions and recommendations to ensure that they do not preclude long-term planning objectives.
9. Evaluate the aviation needs of the community and users.
10. Assess the needs of current tenants and requirements necessary to attract new tenants and/or expand their facilities.
11. Assist the City in supporting aviation demand within the region.
12. Maximize the Airport's use of revenue to ensure a "best use" scenario.
13. Evaluate whether current City Land Use Overlay Zones are consistent with Federal Aviation Regulations, as well as Florida Statute 333, *Airport Zoning*, in an effort to prohibit incompatible land use encroachment.
14. Identify existing and alternative funding sources for Airport infrastructure development.
15. Identify areas of environmental concern and provide mitigation options for future development.
16. Evaluate long-term development options for general aviation and Airport support facilities, including the development of industrial parks.
17. Evaluate the airfield development options that address critical aircraft and runway length requirements, runway safety area standards, and future airfield capacity.

As noted, the preceding list is not intended to be an exhaustive list of issues but it presents an overview of the number of key considerations that need to be addressed in this master plan update.

Technical References

A variety of technical references are commonly used during the development of a master plan report. The following list denotes some of the more commonly used reference materials:

- FAA AC 150/5300-6B, *Airport Master Plans*
- FAA AC 150/5300-13A, *Airport Design*
- FAA AC 150/5325-4B, *Runway Length Requirements for Airport Design*
- FAA AC 150/5060-5, *Airport Capacity and Delay*

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- National Environmental Policy Act (NEPA), *Implementing Instructions for Airport Actions Order 5050.4B*
 - Environmental Impacts: Policies and Procedures Order 1050.1E
 - FAA AC 150/5200-33B, *Hazardous Wildlife Attractants On or Near an Airport*
 - FAA Standard Operating Procedure 2.00, *FAA Review and Approval of Airport Layout Plans (ALPs)*
 - FAA Standard Operating Procedure 3.00, *FAA Review of Exhibit "A" Airport Property Inventory Maps*
 - FAA AC 150/5020-1, *Noise Control and Compatibility Planning for Airports*
 - Florida Statutes:
 - Amended Chapter 163 FS, *Intergovernmental Programs*
 - Chapter 332 FS, *Airports and Other Navigation Facilities*
 - Chapter 333 FS, *Airport Zoning*
 - Chapter 339 FS, *Transportation Finance and Planning*
 - Chapter 380 FS, *Land and Water Management*
 - Chapter 2009-49, *Impact Fees*
 - Chapter 2009-85, *LGCP {Compatible} Future Land Use Element*
 - Chapter 2009-167, *Airline Safety and Wildlife Protection Act of Florida*
 - Florida Department of Transportation Guidelines:
 - *Guidebook for Airport Master Planning*, April 2010
 - Procedural Guidance 725-040-100-h, *Airport Master Plans*,
 - Procedural Guidance 725-040-040-k, *Aviation Program Management*
 - Procedural Guidance 725-040-055-c, *Loans to Airports*
 - Procedural Guidance 725-040-060-d, *Airport Economic Development Program*
 - Procedural Guidance 725-040-210-e, *New Public Airport Funding Eligibility*
 - Florida Strategic Intermodal System Plan
 - Florida Aviation System Plan
 - Florida Airport Financial Resource Guide
 - Aviation Project Handbook
 - Airport Compatible Landuse Guidebook
 - Florida Administrative Codes:
 - Chapter 14-60, *Airport Licensing, Registration, & Airspace Protection*
 - Rule 9J-2, *Rules of Procedure and Practice Pertaining to Developments of Regional Impact*
 - Rule 28-24, *Land Planning- Part II Developments Presumed to be of Regional Impact*

All master plans submitted to FDOT must be in compliance with Florida Statutes Chapter 330, *Regulation of Aircraft, Pilots, and Airports* (Chapter 330 FS) and the Florida

Administrative Code Rule 14-60, *Airport Licensing, Registration, and Airspace Protection* (Rule 14-60). Both concern the registration and licensing of public, private, and temporary airports in the State of Florida, and Rule 14-60 also determines the Minimum Standards for Florida licensed airports.

Detailed information with regard to the master plan update project approach is outlined in the following tasks and sub-tasks.

Task 1 Project Initiation and Scoping

Task 1 Project Initiation and Scoping

The project initiation task includes the development and revision of the scope and associate fee (see Exhibit A) and also consists of necessary meeting participation along with other coordination relevant to the scoping effort.

A scope of work and man-hour estimate for the project will be developed in accordance with the current version of FAA AC 150/5070-6B, *Airport Master Plans*, and the FDOT *Guidebook to Airport Master Planning*, April 2010. This scope will identify major tasks, as well as delineate general elements of work to be conducted under each of the project activities. The man-hour estimate will define the estimated labor hours and associated costs that may include, but not be limited to travel, presentation materials, printing, and graphics, wind and weather data, environmental review, socio-economic data, and coordination costs for the scoping process, which is anticipated to include a coordination meeting with the representatives of the City, FDOT, and the FAA Airports District Office (ADO). This task will also involve the development of a project timeline for each of the tasks delineated in the scope.

It is important to note that a notice to proceed cannot be issued until written approval of this scope and fee is received from both FAA and FDOT.

Task 2 Inventory of Existing Conditions

Task 2.1 Review and Evaluate Existing Documents

Existing documents including previous planning studies, design drawings, inspection reports, airfield pavement data, airfield pavement evaluation reports, leases, obstruction charts, approach plates, and as-built drawings of structures on the Airport will be obtained and analyzed for their content. Documents to be obtained and reviewed include, but may not be limited to:

- Previous Airport Master Plan/Noise Compatibility Studies
- Current Airport layout Plan Drawings (digital required)

- Current GIS/Mapping Information (provided by Leesburg)
- FAA Terminal Area Forecasts
- Florida Aviation System Plan
- FAA 5010 Form (Airport Master Records)
- Area Socioeconomic Data
- NOAA Obstruction Chart
- Area Land Use and Zoning Information
- Airfield Pavement Condition Index (PCI) Study
- Historic Fuel Capacity and Demand Data
- Current Capital Improvement Program
- Airport Property Map
- Property Appraisal Information for Leesburg International Airport
- Aeronautical Survey, etc.
- All previous and recent NEPA documentation, permits and any other pertinent environmental documentation

Task 2.2 Airport Role and Physical Facilities Inventory

As part of the Airport inventory, the role of the Airport will be defined in terms of services it provides the community and its current classification in the FAA's National Plan of Integrated Airport Systems (NPIAS) and Florida Aviation System Plan (FASP). This will be followed by a physical facilities inventory, which will consist of an on-site review of existing Airport facilities with attention being paid to their size, condition, use, configuration, and adequacy of these facilities under current operating conditions. This information will be used to evaluate the effectiveness of the individual facility, and any interrelationships between developed uses on the airfield and how they may be affected by changes designed to improve Airport operations and/or capacity. Additionally, the evaluation of existing facilities will serve as the basis for identifying any facilities that are in need of immediate attention, if any. Representative facilities might include:

- Land Holdings
- Airfield Facilities
- Fixed Based Operator (FBO)/Aircraft Maintenance
- General Aviation Facilities
- Landside Facilities
- Support Facilities
- Airport Access
- Weather Data

Task 2.3 Airspace Environment/Obstructions

Air traffic control facilities involved in and/or responsible for handling traffic into and out of the Airport will be identified, and procedures as they relate to the Airport reviewed. An inventory of the area airspace will be undertaken with emphasis on the identification of airways, restricted areas, intersections, and obstructions in the Airport vicinity. This task will identify operational limitations due to traffic interactions with other airports, military operating areas (MOAs) and restricted areas (RAs), if applicable, reserved airspace, missed approach courses, noise abatement procedures, airfield facilities and design, existing or programmed navigational aids (NAVAIDs), and topography and obstructions at, or in the vicinity of, the Airport. This data will be generated from existing sources of information.

Task 2.4 FBO Interview

As part of the data gathering process, the FBO will be interviewed. The interview will solicit information such as a description of current facilities, levels of activity, including fuel data, if applicable, conducted from the Airport, perceived Airport needs, future plans, type of aircraft used, and anticipated fleet additions and changes in order to identify the existing and potential critical aircrafts. A listing of Airport tenants will be used for follow-up discussions on an as-needed basis throughout the master plan process.

Task 2.5 Vicinity Land Use/ Existing Land Use Controls

An evaluation and review will be conducted of existing land use mapping, Airport ownership (i.e. fee simple or easement), existing aerial photography, comprehensive plans, zoning controls, and other documentation pertaining to current and future land use in the vicinity of the Airport. Existing land development code and zoning overlay districts will be reviewed to determine locations for potential incompatible land uses. Also, subdivision regulations, building codes, and other documentation pertaining to land use management in the vicinity of the Airport will be reviewed. Attention will be paid to those requirements including height restrictions and building/zoning codes that could affect the future development of the Airport or adjacent parcels of land.

Task 2.6 Environmental Review

The AVCON Team will conduct desktop research of available Geographic Information Systems (GIS) data and literature. This will document existing environmental conditions to assist in the evaluation of Airport development alternatives and identify the agencies that have jurisdiction over the environmental categories listed FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, that apply to the Airport. Sections will include the following;

- Air Quality
- Biological Resources
- Coastal Resources

- Compatible Land Use
- Department of Transportation (DOT) Section 4(f)
- Land and Water Conservation Fund (LWCF) Section 6(f) Resources
- Farmlands
- Hazardous Material, Solid Waste and Pollution Prevention
- Historical, Architectural, Archeological, and Cultural Resources
- Natural Resources and Energy Supply
- Noise
- Socioeconomic Impacts, Environmental Justice, and Children's Environmental, Health and Safety Risks
- Light Emissions and Visual Impacts
- Wetlands
- Floodplains
- Wild and Scenic Rivers
- Cumulative Impacts

Meetings and Coordination: Three (3) project meetings will be conducted during the development of the Environmental review. The anticipated meetings include:

1. Kick-off Meeting – to discuss project goals, schedule, and collect existing data;
2. FAA Coordination Meeting – Coordination with the FAA to ensure that all items above are being adequately addressed
2. Draft Environmental Review Report Meeting – this meeting will be held to discuss comments of the Airport to the AVCON Team.

It is assumed that the Airport will provide all recent and previous environmental and NEPA documents, permit applications, and any other pertinent documentation fifteen (15) days from receipt of the Notice to Proceed (NTP) as part of the Inventory Task.

A review of natural resources including wetlands, streams, biotic communities, protected species, floodplains, coastal resources, farmlands, and land use will be conducted in order to assess potential environmental impacts and to assist in the development of alternatives. The environmental inventory will use existing information such as maps, prior environmental documents, and the internet in order to provide an overview of sensitive environmental resources within and adjacent to the Airport. The FAA environmental checklist will also be used as a guide for identifying potential environmental constraints on Airport development.

Task 3 Aviation Activity Forecasts

The Aviation Activity Forecasts task includes the review, sorting, documentation, and

development of future forecasts of based aircraft and operational activity. In addition to forecast development, socioeconomic and other factors/trends, which have historically or that may impact future growth will be discussed in detail. Once accepted by the City of Leesburg, this chapter will be submitted to the FAA ADO for their review and approval. FAA approval of this task is required prior to completion of subsequent tasks of the master plan process.

Task 3.1 Historical and Current Air Traffic Activity

Data on historical and current air traffic activity at the Airport will be assembled and organized. Information concerning the level of activity associated with general aviation operations by local and itinerant categories, training operations including touch and go operations, fuel sales (in gallons), and based aircraft by aircraft type will be sought. Information concerning peak hourly operations, daily, monthly, and annual activity will be based upon historical data as well as information obtained from Airport records, Airport users, the FBO, FDOT, and sources at the FAA. Existing records of general aviation activity at the Airport to be compiled include:

- Annual operations (local and transient)
- Operations by category of aircraft (single engine, multi-engine, rotorcraft, etc.)
- Number of based aircraft by type (single-engine, multi-engine, etc.)
- Critical Aircraft and associated operations
- Peak month, day, and hour operational activity
- Fleet Mix

Task 3.2 Factors and Opportunities Affecting Activity Levels

This task will analyze potential changes in business and economic patterns, or in possible based operators at the Airport to determine any potentially significant factors that could impact the level or type of activity at the Airport.

Task 3.3 General Aviation Forecasts

The Airport master plan update will develop aviation activity forecasts based upon socio-economic projections, past trends, and past federal and state forecasts in addition to existing activity levels. This analysis will result in either the re-validation of a past forecast or the establishment of newer forecasts. Forecasts of general aviation activity will be prepared for the 5-, 10-, 15-, and 20-year planning horizons and will provide individual projections of the following:

- Annual General Aviation Operations (local vs. Itinerant)
- Total Annual Aircraft Operations

- Annual Operational Fleet Mix
- Based Aircraft Totals
- Based Aircraft Fleet Mix

Task 3.4 Aviation Activity Peaking Analysis

A key factor in determining the demand for future facilities relies on an analysis of the Airport's operational peaking characteristics. This relates to those times of the day, month, and/or year where the activity level of aircraft operations or the number of pilots/GA passengers exceeds average values. These peaks are key elements in determining the sizing of airside and landside facilities. The items to be assessed will include:

- Average and peak month for operations and GA pilots/passengers,
- Average-day pilots/passengers and operations,
- Average-day peak month pilots/passengers and operations
- Peak hour operations and pilots/passengers

After the City of Leesburg has reviewed and concurred with the developed forecasts, they will be forwarded to the FAA ADO and FDOT for review and approval. Once approved, Task 4 will be initiated.

Task 4 Capacity Assessment/Facility Requirements

This task includes the calculation and capacity determination of the Airport's current runway system. After the Airport's capacity has been established, it is compared to the FAA approved forecasts of activity to identify improvements needed to accommodate anticipated demand throughout the twenty-year planning period. Similarly, the quantity and sizing of facilities and deficits are compared to the approved forecasts to identify improvements that will be necessary to accommodate any expected increases in based aircraft and operational activity. Furthermore, both airside and landside facilities are compared to FAA standards for compliance and non-standard facilities are documented for future discussion and resolution in subsequent chapters.

Task 4.1 Airfield Capacity

The FAA's methodology for assessing airfield capacity and delay, as delineated in FAA AC 150/5060-5, *Airport Capacity and Delay*, will be used to assess airfield capacity. Based on the forecast developed under Task 3, a brief capacity assessment will be performed to determine existing and future airfield capacity related to existing and anticipated changes in operations and fleet mix as defined within the aviation activity forecasts. The result of the capacity assessment will be expressed in terms of hourly and annual service volume of the airfield. Additionally, the hourly capacity at the Airport will be identified for both VFR and IFR conditions. This assessment will evaluate the existing airfield configuration in terms of its adequacy to meet the forecast design group and approach categories as identified within the

FAA approved Aviation Activity Forecasts.

Task 4.2 Design Aircraft Identification

Using information generated through the FBO interview, as well as historic data, the critical aircraft or design aircraft will be determined. The design aircraft represents either a single aircraft or family of aircraft that equals or exceeds 500 annual operations. Further, using forecast operations and fleet mix information from Task 3, the future design aircraft or family of aircraft will be determined. This information will be used to determine existing and future airfield facility requirements and will dictate the sizing of taxiways/taxilanes, runway length and pavement strength criteria.

Task 4.3 Runway Length Analysis

To determine the runway length requirements at the Airport, both takeoff and landing runway length requirements will be established as prescribed in FAA AC 150/5325-4B, *Runway Length Requirements for Airport Design*. In order to determine the runway length necessary to accommodate the critical design aircraft, the following three subtasks will be completed as follows:

- Coordination and Data Collection: Fleet mix and frequency data will be collected from available sources including FAA Operational Activity Databases (i.e. ETMSC, ATADS, etc.).
- Data Analysis: Research conducted into historic, current, and forecast aircraft activity will be used to identify the types of aircraft and associated operational activity that exist or that is expected to exist at the Airport within the next five years. The fleet mix and frequency established earlier will be projected outward utilizing growth rates established from the selected and approved forecast as developed in Task 3. Based upon the results of the analyzed data, a critical aircraft activity forecast will be produced that reflects recent and anticipated short term activity trends.
- Runway Length Analysis: Applying the previous critical aircraft and operational data to the methodology outlined in FAA AC 150/5325-4B will result in recommended takeoff and landing length requirements. This data will be used to support a recommended overall runway length at the Airport.

Task 4.4 Airfield Facility Requirements

Using the results of the airfield capacity and delay analysis, as well as other relevant information and airfield planning criteria, a preliminary listing of airfield facility requirements necessary to meet projected levels of demand for the 5-, 10-, 15-, and 20-year time frames will be determined and prepared. These facility requirements will be based upon FAA airport planning criteria, and the FAA approved Aviation Activity Forecasts for the Airport, as well as the knowledge and expertise of the AVCON Team, the Airport Advisory Board, and the

Airport staff. Airfield facility needs to be assessed include:

- Runways, taxiways/taxilanes, and aprons (length, width, size and/or strength)
- Lighting and marking
- Aircraft parking aprons (size and strength)
- Navigational aids (electronic and visual)
- Security requirements

Airfield facility needs will be identified in terms of linear feet, strength, etc. and will be compared to existing facilities to identify excess or deficient facility capacity or capability. The output of the aviation forecasts will be accounted for in the analysis of airfield facility needs, particularly as it relates to runway length and dimensional layout requirements, taxiway development needs and overall airfield lighting needs. Where appropriate, the airfield facilities will be linked to activity demand thresholds or triggers as a means of determining the point at which demand is sufficient to warrant the improvement.

Task 4.5 General Aviation Facilities

Using the results of previous tasks and accepted planning criteria, the master plan will determine and prepare a preliminary listing of general aviation facility requirements necessary to meet both current and projected levels of demand for the 5-, 10-, 15-, and 20-year planning horizons. General aviation facility requirements to be assessed include:

- Aircraft apron and parking area
- Aircraft storage hangars
 - T-hangars
 - Conventional hangars
- FBO facilities
- Access and vehicle parking areas

Facility requirements will be expressed in terms of gross area, linear measurement, or other basic units, and will be compared to existing facilities to identify excess or deficient capacity by facility on the airfield. This assessment will quantify future development items needed to maintain an adequate level of service, function, and operation at the Airport, and will utilize activity or demand level triggers as a means of identifying when improvements are necessary.

Task 4.6 General Aviation Terminal Facilities

Based on input from the forecasts, general terminal facility spatial requirements at the Airport will be reviewed. The facilities necessary to support existing and forecast general aviation demand (both fleet and passengers) will be identified. This task will provide general estimates for the individual components of the multi-use terminal and will be used to

determine an overall size of the terminal requirements and supporting airside and landside areas throughout the planning period based on the FAA approved aviation activity forecasts.

Task 4.7 Airport Support Facilities

Using information provided by existing studies, and aviation planning criteria established under preceding tasks, a set of facility requirements addressing the Airport facilities necessary to support the airfield, fixed base operator area, general aviation areas and their related activity will be developed. Requirements for facilities such as aircraft fueling, Airport maintenance, ground access, and vehicle parking will be developed under this task, as needed.

Task 4.8 Land Area and Landside Requirements

During this task, the AVCON Team will consider the highest and best use of Airport property needed to accommodate the future development of the Airport. An overview of adjacent parcels will also be undertaken to identify property that might be required for inclusion into the Airport property envelope, should some aspect of the master plan require additional land area for development or to meet FAA design criteria.

The purpose of this task is to support the Airport's efforts to maximize sustainable development that will generate revenue for Airport activities. As a result, the existing characteristics of the Airport's landside facilities will be reviewed and analyzed, including:

- Land uses
- Development restrictions related to the transfer or disposition of property, current leases, or adjacency to Airport facilities
- General development areas as identified in the previous Airport Master Plan
- Overall site circulation and external connections
- Ownership of adjacent properties
- On-site parking
- Infrastructure capacity

This task will focus on verifying baseline data and identifying any recent landside improvement projects since the previous master plan. The AVCON Team will also assess any new data on the Airport property.

Task 4.9 Sustainability Management Plan

The AVCON Team will develop a Sustainability Management Plan for the Airport in accordance with the FAA's Memorandum, *Airport Sustainable Master Plan Pilot Program*

(2010), the *Report on Sustainable Master Plan Program and Lessons Learned* (2012), and Airport Cooperative Research Program's (ACRP) *Guidebook of Practice for Improving Environmental Performance at Small Airports* (2011). The AVCON Team will work jointly with the Airport to prepare the Sustainability Management Plan and it will include the following information:

1. The AVCON Team and the Airport will develop a Mission Statement
2. Define the Sustainability Categories for the Airport. Examples include but are not limited to energy reduction, construction methods, waste management and recycling, water quality, and conservation, etc.
3. The AVCON Team and the Airport will determine the Stakeholders participation.
4. Conduct a baseline inventory at the Airport to evaluate the elected Sustainability Categories.
5. Identify sustainable projects, goals, and objectives

The Sustainability Management Plan will require commitment from City and Airport resources (personnel, equipment, supplies, and money) needed to implement the Sustainability Management Plan. Therefore, it is the Airport's responsibility to approve any Sustainability Management Plan recommendations.

Three (3) project meetings will be conducted during the development of the Sustainability Management Plan. The anticipated meetings include:

1. Kick-off Meeting – will be conducted to discuss project goals, schedule, and collect existing data.
2. Baseline Inventory Meeting – will be conducted to discuss the results of the baseline inventory and establish sustainability initiatives for each category
3. Draft Sustainability Management Plan Report Meeting – will be held to discuss comments from the Airport.

The AVCON Team will prepare meeting agendas, attendance sheets, and appropriate support materials such as maps and a draft Sustainability Management Plan, and meeting minutes.

The AVCON Team will submit an electronic draft Sustainability Management Plan to the Airport for review and comment. It is assumed that the Airport will take no longer than thirty (30) days to provide comments. After the Draft Sustainability Management Plan Report Meeting, the AVCON Team will address all comments within ten (10) business days and submit a final Sustainability Management Plan to the Airport in both electronic and hard copies.

Task 4.10 Airport Recycling, Reuse, and Waste Reduction Plan

The AVCON Team will work in cooperation with the City and the Airport to develop an Airport Recycling, Reuse, and Waste Reduction (ARRWR) Plan in accordance with FAA's Guidance on *Airport Recycling, Reuse, and Waste Reduction Plans* (2014) and Section 133 of the FAA Modernization and Reform Act of 2012 (FMRA). The ARRWR Plan will include the following information:

1. Facility Description and Background
2. Preliminary Waste Audit
3. Review and Recycling Feasibility
4. Operation and Maintenance Requirements
5. Review of Waste Management Contracts
6. Potential Cost Savings
7. Plan to Minimize Solid Waste Generation

A preliminary waste audit will be conducted at the Airport to evaluate the type and quantity of waste generated by the Airport on facilities operated by the City and the Airport. The AVCON Team will regularly coordinate with the Airport to receive information for the ARRWR Plan and discuss options for waste reduction. AVCON Team staff of Leadership in Energy and Environmental Design (LEED) professionals will provide oversight on the ARRWR Plan during the development of the Plan to ensure efficiency and report quality.

The Sustainability Master Plan will be developed concurrently with the ARRWR. Therefore, project meetings for both the Sustainability Management Plan and the ARRWR will be conducted at the same time as a cost saving measure for the development of both plans. However, the ARRWR Plan must be reviewed and approved by the FAA. The AVCON Team will schedule one (1) meeting with the FAA to discuss the draft ARRWR Plan to ensure its compliance with FAA requirements. The AVCON Team will prepare meeting minutes of the FAA meeting.

The AVCON Team will submit an electronic version of the draft ARRWR Plan to the Airport for review and comment. After the Draft ARRWR Plan and Sustainability Management Plan Draft Meeting, the AVCON Team will address all comments to the ARRWR Plan within fifteen (15) business days after the meeting with the Airport. Once all comments have been addressed, the final ARRWR Plan will be submitted to the Airport in both electronic and hard copy formats. After the final ARRWR Plan has been approved by the Airport, the final ARRWR Plan will be submitted to the FAA in hard copy format.

The AVCON Team will prepare meeting agendas, attendance sheets, meeting minutes where appropriate, and appropriate support materials such as maps and a draft and final ARRWR Plan.

Task 5 Airport Alternatives Analysis

This task includes the development of graphical alternatives, which depict methods to either resolve deficiencies or to construct new facilities necessary to accommodate future expectations of demand. The alternatives include potential improvements to airside, landside, FBO terminal, and associated support facilities and will also include a review of land utilization and overall compatibility. These alternatives will be presented to the Airport Advisory Board and Airport staff for their input to identify a "selected or preferred" alternative development.

Task 5.1 Identify Potential Airport Land Use

As part of the alternatives analysis, the AVCON Team will evaluate the highest and best use of existing Airport property. Further, an overview of adjacent parcels will be reviewed to identify property that might be required as a result of potential future development, FAA requirements and/or compatible land use. On-Airport property will further be segregated into aviation or non-aviation land uses to provide a base for airside and landside development options. Possible changes to local ordinances, where potentially required, will be considered as a result of the land use and subsequent airfield alternative analyses.

Task 5.2 Identify Potential Airfield Alternatives

On the basis of the Airport Facility Requirements established in preceding tasks, a maximum of three (3) preliminary airfield development alternatives will be developed for this master plan update. These alternatives may include such items as runway improvements (e.g. extension), taxiway improvements, as well as actions to address possible design related deficiencies on the Airport. The preliminary development concepts will show necessary runway and taxiway development during the 20-year planning period as well as required changes to infrastructure to accommodate each airfield option evaluated. This task will be conducted simultaneously with the following tasks and will result in a series of overall concepts for the current Airport site and adjacent properties. Airfield alternatives will be analyzed based on their ability to satisfy the identified facility requirements, environmental considerations, engineering factors, cost, phasing, political viability, and ease of implementation.

Task 5.3 Identify General Aviation Alternative Development

Based on general aviation facility requirements, a maximum of three (3) preliminary general aviation area development options will be developed within existing Airport boundaries. The general aviation alternatives analysis will show development necessary to accommodate the

demand expected over the 20-year planning period. This sub-task will be conducted simultaneously with other sub-tasks in this task and will result in a series of overall concepts. General aviation alternatives will be evaluated on the basis of their efficiency in meeting identified facility requirements, engineering factors, ease of implementation, costs, phasing, airside and landside accessibility, and environmental considerations leading to the selection of the option or combination of options which best satisfy the identified need.

Task 5.4 Identify Potential Landside Alternatives

Drawing from feedback gathered earlier in the study, the AVCON Team will work with the City of Leesburg to confirm guiding themes and principles for development of the landside alternatives including non-aviation development concepts for additional on-Airport revenue generation aligned with local and statewide zoning statutes and FAA compatible land use requirements. Principles may include, but not be limited to: sustainability, revenue generation, sense of place, job creation, market viability, and overall physical character. Based upon the established themes, the Team will develop up to three (3) landside scenarios.

Task 5.5 Terminal Area Alternatives

Based on the forecast of demand and the GA passenger terminal area facility requirements developed in previous tasks, two (2) facility alternatives addressing the identified facility needs, if any, will be developed and graphically depicted, if required. This sub-task will be conducted simultaneously with other sub-tasks in this task and will result in a series of overall development options. Factors such as short and long-term access to the site; ability to provide the necessary infrastructure; existing and future airfield facilities; environmental impacts; and overall cost considerations will influence the selection of alternative locations and configurations of the proposed facility.

Task 5.6 Identify Potential Airport Support Facilities

Based on the ultimate airfield configuration and other changes proposed in the master plan, there may be a need to reconsider the placement of some support facilities at the Airport. This may include such facilities as the fuel farm, maintenance facilities, etc. This analysis will identify the key Airport support facilities at the Airport and define alternatives to address these and other issues that may arise in the planning process. Airport support facility alternatives will be evaluated on the basis of their efficiency in meeting identified facility requirements, engineering factors, impact on other Airport development options, ease of implementation, costs, phasing, airside and landside accessibility and environmental considerations leading to the selection of the options best satisfying the identified need. The graphical depictions of support facility alternative(s) may be included in the development of the airfield, landside, and terminal alternative scenarios.

Task 5.7 Determine Preliminary Impacts and Development Costs

Using labor and materials price data from recent construction projects preliminary order of magnitude cost estimates associated with the Airport development alternatives will be prepared for comparison purposes only. Cost estimates at this point would be limited to 2016 dollars and to only those analyses required to effectively evaluate potential development scenarios.

Task 6 Alternatives Refinement

This task includes the refinement and consolidation of the previously identified preferred development scenario for approaches, airfield, landside, terminal, and support facility development. This effort also includes a more in-depth discussion of environmental impacts, regulatory requirements including land use and zoning, and potential mitigation measures. In addition, a detailed list of capital improvement projects will be documented in this task. The refined alternative will ultimately be utilized as the foundation for development of the Airport Layout Plans drawing set.

Task 6.1 Refined Alternative Analysis

Based on input from the City of Leesburg, refinements to the analysis of alternatives will be made to address any issues raised or direction received during the review process. This task may result in the revision of options or the combination of individual alternatives into a new development alternative for implementation. This task will identify the rationale for the refinement of the preferred alternatives, and each refinement will be discussed and reviewed using similar criteria to that used to evaluate the initial set of alternatives. Once the refined alternatives have been approved by the City and Airport, they cannot be revised without additional scope and fee.

Task 6.2 Environmental Action Plan

In accordance with FAA Order 1050.1, each development area within the refined alternatives will be reviewed with regard to the following information:

- Potential environmental impacts to natural resources
- Environmental documentation required based on FAA Order 1050.1: determination as to whether or not a project will likely require a categorical exclusion, an environmental assessment, or an environmental impact statement level of documentation
- Anticipated state and federal regulatory requirements
- Potential mitigation measures or options for associated environmental impacts for the proposed project

Task 6.3 Identify Capital Improvements

Based upon the findings identified in Task 6.1, a list of capital improvements including environmental, design, land acquisition, mitigation, support facilities, etc. will be identified. This will allow the AVCON Team and the City of Leesburg to obtain a "snapshot" of all proposed projects in conjunction with anticipated order of magnitude costs in 2016 dollars. It is important to note that these costs will differ to some degree with the costs provided in the Facilities Implementation Plan section of this report, but their use is primarily to identify all potential projects associated with the preferred development option.

Task 7 Airport Layout Plan Drawing Set

An approved Airport Layout Plan serves as the blueprint for future Airport development and is legally required for the Airport to receive financial assistance under the terms of the Airport and Airway Improvement Act of 1982 (AIP), as amended. The current Airport Layout Plan (ALP) drawing set will be updated using the recommended development options of the refined alternatives task and the standards outlined in FAA AC 150/5300-13A, *Airport Design*. Development of ultimate airfield facilities will be based on short, intermediate, and long-term requirements, which incorporate both airside and landside improvements. To provide an accurate base for the development of the ALP, available rectified aerial photography and digital mapping information will be used, where available. All components of the Airport Layout Plan set described herein will be developed in accordance with the provisions of AC 150/5070-6B, *Airport Master Plans*, and the FAA ARP Standard Operating Procedure 2.00, *Review and Approval of Airport Layout Plans (ALPs)*.

An Exhibit "A" Airport Property Inventory Map will be developed as Part of the ALP set. It will be developed in accordance with the provisions of AC 150/5070-6B, *Airport master Plans*, and FAA ARP Standard Operating Procedure 3.00, *Review of Exhibit "A" Airport Property Inventory Maps*.

Task 7.1 Development of Draft Airport Layout Plan Drawing Set and Property Map

Drawings to be included in the Airport Layout Plan drawing set and Property Map are as follows:

1. Title Sheet
2. Airport Data Sheet
3. Airport Layout Plan
4. Airport Airspace Drawing
5. Inner Portion of the Approach Surface to Runway 13 Drawing
6. Inner Portion of the Approach Surface to Runway 31 Drawing
7. Inner Portion of the Approach Surface to Runway 3 Drawing
8. Inner Portion of the Approach Surface to Runway 21 Drawing

9. Runway Departure Surfaces Drawing
10. Terminal Area Plan
11. Land Use Plan
12. Exhibit "A" Airport Property Inventory Map

A detailed description of each sheet follows.

Title Sheet - The title sheet will be updated, and information concerning the Airport including project number, client name, approval blocks, revision blocks, location maps, and other pertinent information will be included on this sheet.

Airport Data Sheet – The Airport Data Sheet contains data specific to the Airport Layout Plan. This data includes the wind roses for the Airport runways, runway data, safety separation distances, declared distance charts, elevations of specific Airport, runway and taxiway points, etc. Existing and proposed modifications to FAA design standards will be identified and delineated in table format along with either the waiver allowing the modification or the proposed method of addressing the modification. A table listing any modifications (existing and proposed) along with their proposed disposition will be incorporated onto the ALP and in the narrative chapter.

Airport Layout Plan (ALP) - The ALP will be updated to reflect development that has occurred on the Airport since the last ALP update, as well as the recommended development of future needs as identified in this study. Information on this portion of the ALP set will include, but not be limited to the physical layout of the Airport and of the physical facilities developed thereon. Also to be incorporated on the ALP sheet will be the building and facilities data, runway protection zones, taxiway systems, navigational aid critical areas, building elevations, topography, roads, and parking areas, wind rose/wind coverage, and the Airport boundary. Object, building, and any other obstruction heights will be taken from existing sources of information.

Airport Airspace Drawing - The Airport Airspace Drawing will depict all obstacle clearance surfaces associated with the ultimate Airport configuration, and approaches will be generated and superimposed on mapping. Fifty (50) foot contour intervals will be shown for all sloping imaginary surfaces. This sheet will depict objects that violate the obstacle clearance surfaces that have not been identified on the ALP or the inner approach sheets. The top elevation of each known obstruction will be identified as will the disposition of the obstruction. The dimensions of the approach surfaces and transitional surfaces will be charted. The Airport Airspace Drawing will depict the full length of all approach surfaces. All known obstructions to navigable airspace off-Airport will be identified through the use of the current FAA Digital Obstacle File.

Inner Portion of the Approach Surface Drawings - An Inner Portion of the Approach Surface Drawing will be prepared for each runway end (four runway ends) depicting the area out to where the approach surface reaches a 100-foot height above the runway end. The drawings will depict the Airport property, location of roadways, structures, natural ground elevations, and other man-made or natural features within the limits of inner portion of the approach surface. The drawings will also detail known objects that penetrate approach surfaces or violate obstacle clearance criteria. Obstructions will be listed numerically in an obstruction table for each approach with data describing the obstruction type, top elevation, allowable elevation, amount of penetration, and proposed dispositions. Additionally, the drawings will depict the configuration of required safety areas off each runway end. Plan views will be superimposed on aerial photos or a detailed line drawing.

Known obstructions to navigable airspace off-Airport will be identified through the use of digital mapping through the AGIS survey performed for this study, and the current FAA Digital Obstacle File, if there is one for the Airport.

Runway Departure Surface Drawings – The Runway Departure Surface drawing will be developed to show the departure surface for each runway end that is designated for instrument departure; Runways 3, 13, and 31. This drawing will show the applicable departure surface as defined in Paragraph 303 of AC 150/5300-13A, *Airport Design*. The base for the drawings will be a current digital aerial. The drawings will include both plan and profile views and obstruction data tables.

Terminal Area Plan - The terminal area plan for the Airport will be updated to reflect the existing terminal area and any recommended development of future terminal area needs as identified in this study.

Land Use Plan – A land use plan for the area within the boundaries of and immediately adjacent to the Airport will be updated, based on the findings of the land use analysis and property data. Included in the drawing will be the identification of existing and future aviation related, non-aviation related, environmental and conservation, industrial, commercial, or other uses as required. Information developed as part of earlier tasks will be incorporated into this drawing. This sheet will help to guide the long-term development of the Airport. The Land Use Plan will be prepared in coordination with the current County and City land use, zoning and transportation planning ordinances.

Exhibit "A" Airport Property Inventory Map - This drawing will be prepared in accordance with FAA ARP Standard Operating Procedure No. 3.00, *FAA Review of Exhibit "A" Airport Property Inventory Maps*, and will depict the existing Airport property boundary, as well as future acquisition areas proposed as part of this Master Plan Update. The previously approved Airport Property Inventory Map will be used as the starting point for this effort. This

sheet will be updated to include information for any new parcels that have been acquired since the approval of the previous Airport Property Map update. Data gathered and shown on the previously approved Airport Property Inventory Map is assumed to be accurate and will therefore not be audited or rectified as a part of this effort.

As part of the development of both the ALP and the Exhibit "A" Airport Property Inventory Map, The AVCON Team will provide a Boundary Survey for the Leesburg International Airport. The Boundary Survey will be prepared in accordance with the State of Florida Standards of Practice for Surveying and Mapping, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Boundary survey tasks for this project shall consist of the recovery and/or establishment of all exterior boundary corners of the property only. No location of interior improvements will be included in this survey, and internal corners between multiple parcels will be set or searched for except as to support the outer boundary lines. The Boundary Survey will be tied relative to Airport Control Station(s) and the resulting deliverable digital file will be based on North American Datum of 1983 (NAD 83) State Plane Coordinates, Florida East Zone, referenced to Airport Control. Any plottable easements and/or other encumbrances, if authorized by research or otherwise provided by the Airport, will be graphically displayed upon the survey. The AVCON Team will provide up to five (5) copies of signed and sealed survey hard copy drawings, or a signed and sealed surveyor's report if drawings are only delivered in a digital format.

The AVCON Team will provide title search reports for the Leesburg International Airport. Current property appraiser records show a total of 44 parcels owned by the City of Leesburg that would be searched individually (44 title searches total). The above referenced Boundary Survey will include any encumbrances identified in the Title Search Reports. A thorough search of public records to recover all recorded easements will not be performed as part of this task. Airport records will be relied upon for such information

Task 7.2 AGIS Survey and Coordination

The ALP mapping and an aeronautical obstruction survey will be performed in compliance with AGIS policies and will include an airport airspace analysis for vertically-guided operations for Runways 3/21 and 13/31 and development of an Airport Layout Plan (ALP.) The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5300-16A "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey."

- AC 150/5300-17C "Standards for Using Remote Sensing Technologies in Airport Surveys."
- AC 150/5300-18B "General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards."

The purpose of this task is to accomplish FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with vertical guidance. This is inclusive of 2.7.1.1.1 through 2.7.1.1.7.

For this project, the AVCON Team will acquire new vertical stereo aerial photography at a nominal scale of 1"=1,905' for obstruction surface areas and 1"=508' along the runway centerline and of the Airport property. The aerial photography will cover all of the VG Airspace Analysis surfaces using a Zeiss Z/I digital mapping camera during leaf-on conditions.

From the 1"=1,905' aerial photography, the following will be produced:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0' pixel resolution (VG)
- Identification and mapping of obstruction obstacles for all of the VG surfaces

From the 1"=508' aerial photography, the following will be produced:

- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS & VGPS surfaces

The project has been designed to conform to the National Map Accuracy Standards for planimetric and topographic feature collection and twelve inch orthophoto production. In addition, the photogrammetric mapping is ensured to meet all FAA and NGS standards. Reasonable care will be exercised and the mapping will conform to the standards of practice ordinarily used by the photogrammetric profession.

The project area encompasses all of Leesburg International Airport inclusive of the obstruction surfaces as defined in AC 150/5300-18B, as well as the defined Airport property.

The aerial photography will be completed with ABGPS control, which will be used for the base control for the geo-referencing of the aerial imagery. The AVCON Team will process the ABGPS data using COR stations and reference it to the project control datums:

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in FL State Plane Coordinate System, East Zone in US survey feet.

Vertical: North American Vertical Datum of 1988 (NAVD 88)

The AVCON Team will perform or subcontract the ground survey and be responsible for all tasks, including:

-
- Geodetic control validation of the existing Airport PACS and SACS stations or establish temporary Airport control according to the guidelines established in AC 150/5300-16A
 - Obtain all necessary ground control photo identifiable control check points required to validate the ABGPS control.
 - Control of all the Airport runway end positions
 - Collection of vertical profiles for all runways
 - Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the Airport and associated with any current instrument approach servicing the airport
 - Control for any obstruction obstacles or Airport planimetric features that cannot be collected by photogrammetric methods
 - Complete map checks for feature attribute data and update the final map file attribution
 - Preparation of a survey and quality control plan, imagery plan, and final project report as required for submission to the FAA AGIS online database.
 - All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix for Airport Obstruction Charts."

The AVCON Team will use the control solution and scans of the aerial negatives to generate a Digital Elevation Model (DEM) for the VG surfaces. The aerial scans will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution and be delivered in a GeoTIFF file format via external hard drives.

The AVCON Team will field collect the required attribution needed to upload the planimetric and topographic data to AGIS.

For the VGA Obstructions Surfaces production personnel will satisfy the following requirements of the AC 150/5300-18B:

- 2.7.1.2 Analysis of Runways 3/21 and 13/31 with Vertically Guided Operations (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS)

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower,

electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction deliveries will include the off-airport landmark planimetric mapping and the Airport limited planimetric mapping and attribution data.

The final data will be delivered in a format to work with ESRI shape files. Feature attributes will be built into a spreadsheet (with key object identifiers). Delivery formats can be discussed and adjusted as the project continues to develop.

A mutually agreeable schedule for the project will be finalized after FAA Control Plan approvals. A reasonable effort will be made to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond the AVCON Team's control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

All data collected will be submitted along with associated required deliverables in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at <http://airports-gis.faa.gov>.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

The 18B deliverables that will be uploaded to the AGIS website include:

- Statement of Work, Imagery Plan and Survey and Quality Control Plan
- Image Delivery
- Digital limited landmark detail outside the airport
- Color digital orthophotos with a 1.0' pixel resolution (GeoTIFF format)
- Obstruction survey data (that covers VG surfaces)
- 100 scale planimetric features of Airport property
- 2 foot contours of the Airport property
- Surveyed centerline profile on VG runways
- Photogrammetrically derived and surveyed attributes in defined format
- NAVAID data
- FGDC compliant metadata
- Final Report

Other than the 18B delivery, the following items will be delivered to the Airport:

- Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (project area)
- 2 color enlargements (30"x40") covering the Airport and surrounding area (mounted/laminated/framed)
- 100 scale planimetric features of Airport property
- 2 foot contours of the Airport property

All digital files will be delivered on external hard drive or CD/DVD.

As part of the AGIS Survey, aerial and control support survey will be performed. The AVCON Team will prepare a Control Survey and provide ground survey support for the AGIS aerial survey of the Leesburg Airport. Control Survey tasks will include:

- Establish and Survey Temporary Airport Control Stations. Stations will be surveyed as 2 4-hour static survey sessions and submitted to OPUS for solution.
- Survey 32 Low Level, 9 High Level, and 5 Check photo control points. Low and High Level control points will be surveyed using redundant RTK for 3 minute sessions. Check control points will be surveyed for approximately 30 minutes and submitted for an OPUS solution. All control points include photography as required for the final submittal.
- Survey airport control stations, including photography as required for submittal:
 - Centerline ends and displaced thresholds of both runways, monumented with nails and washers stamped with the Surveyor's stamp and the date of survey.
 - 4 PAPI locations
 - REIL lights
 - 2 beacons (ABBN & NDL)
- Runway centerline profiles – RTK profiles of runways with point spacing not to exceed 50'

Task 7.3 Final Airport Layout Plan Drawing Set and Property Map

The AVCON Team will revise the ALP drawing set to reflect final review comments received from Federal Aviation Administration and Florida Department of Transportation, as appropriate. After obtaining final comments and approval from FDOT and FAA, the AVCON Team will work with the appropriate departments within the City of Leesburg to adopt the final report and drawing set into the Comprehensive Plan as appropriate.

Task 8 Facilities Implementation Plan

This task includes the phasing, quantities, refined costs, and funding options for each project necessary to achieve development as illustrated in the Airport Layout Plans drawing set.

Task 8.1 Refine Airport Development Cost Estimates

Based upon the selected development concepts, cost estimates will be created for each of the Airport development projects. Cost estimates will be based on a variety of sources, including actual project estimates, published engineering indices, government agencies, and similar airport construction projects in the area. In addition to the actual construction costs, financial consideration must be given to the engineering and design work, plus minor construction items and contingencies, which have not been specifically enumerated. For planning purposes, the base construction cost will be increased to reflect the anticipated engineering, testing, survey, and inspection costs, as well as for unknown contingencies.

Task 8.2 Refine Airport Development Phasing Schedule

An initial development schedule will be prepared based upon the demand requirements. A priority system will be developed and adopted for use in this study considering the urgency of need, ease of implementation, logic of sequence, and economic viability. The objective is to establish an efficient order for project development and implementation. Recommended Airport development over the 20-year planning period will be classified in three general development phases. These phases represent the short-, intermediate-, and long-term planning periods.

Particular focus will be given to detailing estimated costs for development projects, which fall within the short and intermediate planning periods. Development costs will be shown on a year-to year basis for the first ten (10) years and prepared at a level of detail consistent with both FAA and FDOT master plan guidance. Projects delineated for the long-term planning period, those projected to occur within the 10- to 20-year period, however, will be grouped together collectively. These projects will be listed in tabular format and include an associated cost estimate and funding breakdown. However, they will not include a year by year phasing breakdown. Development phasing will provide a general understanding of the financial requirements needed throughout the 20-year planning period. By linking development projects to future demand levels, an added degree of implementation flexibility can be achieved.

Task 8.3 Federal Priority System

The Federal Aviation Administration uses The National Priority System (NPS) to prioritize airport development projects within the Airport Improvement Program. Using the NPS model, project values will be generated between 1 and 100 with a higher number representing a higher priority for FAA AIP funding. All projects at or above the National Priority System threshold (typically 70 percent) are consistent with FAA goals and objectives. Therefore, it is

anticipated that these projects would receive a full percentage (90 percent) of AIP funding. It is important to note that not all projects that are funded are above this threshold since other aspects of the AIP are considered. Therefore, if the project is anticipated to address a national need, then federal funding may still be obtained. The Federal Priority System is typically used to identify AIP Discretionary funding. Annual AIP Entitlement funding may be used for lower priority projects that may not meet the anticipated discretionary funding threshold (estimated at 70 percent).

Task 8.4 Florida State Funding Program

Project funding from the State uses a similar project priority evaluation system as the Federal Priority System discussed above. According to the FDOT's updated *Guidebook for Airport Master Planning*, in order for a project to be eligible, the project must be consistent with the Airport's role as defined within the Florida Aviation System Plan (FASP), identified in an FDOT-approved master plan and/or Airport Layout Plan, included in the Joint Automated Capital Improvement Plan (JACIP), and must be consistent with the Local Government Comprehensive Plan. The only exceptions are security studies, equipment, and emergency security/preservation projects do not generally need to be included in a master plan. The AVCON Team will work with the appropriate City of Leesburg departments to ensure that all of these conditions are met.

The FDOT guidelines for committing state aviation funds to eligible airport projects are set in the following order of priority:

- Funds will be provided to support projects that are receiving or will soon receive funding from the FAA. The state's funding share shall be up to one-half of the non-Federal share. Commercial service airport projects are considered before general aviation airport projects.
- Non-federally funded projects that are consistent with the FASP and that:
 - Meet state standards for licensing as specified in Section 14-60.007, Florida Administrative Code (FAC), *Airfield Standards for Licensed Airports*
 - Meet state and Federal standards for safety
 - Meet state and Federal standards for security
 - Preserve existing airport infrastructure
 - Increase the capacity of Florida's airports
- Economic development projects and projects that fund airport revenue enhancement projects according to FDOT Topic No. 725-040-060-d, *Airport Economic Development Program* (FDOT *Guidebook to Airport Master Planning*, April 2010).

Task 8.5 Identify Potential Sources of Funding

As part of the Capital Improvement Program (CIP) process, a detailed funding plan for the recommended capital improvements identified in the Master Plan Update will be prepared with an emphasis on the short-term (five years) planning period. Proposed projects will be evaluated to determine eligibility for funding by Federal Aviation Administration Airport Improvement Program, Florida Department of Transportation Work Program, and other alternative funding sources including third party funding, bonds, loans, etc. The local funding requirement will be estimated and potential opportunities for satisfying the local share requirement will be identified.

Task 8.6 Capital Improvement Program

The Capital Improvement Program is the key element of the facility implementation plan. The projects shown on the Airport Layout Plan (ALP) must be broken down into specific projects. These projects will be incorporated into the Airport's CIP. These CIP projects must be integrated into the Airport's overall program of facility improvement projects, repair projects, and maintenance projects. All of the Airport's projects must be coordinated with regard to schedule, scope, and sources and uses of funds in order to produce a realistic CIP. The Airport's CIP must contain all projects including those that may not be reflected in the JACIP planning software.

It is also important that the CIP document informs all readers that while certain projects or portions of projects may be eligible for FAA and state funding, this is not a guarantee of funding. Many projects may not receive funding due to limited available funds and Federal and state funding priorities.

This task will also include a full review of the Airport's projects currently in the JACIP. The JACIP will be fully updated and revised to reflect the current pertinent projects within the CIP.

Task 9 Public Involvement/ Meetings

The following approach facilitates a process of maximum public input with minimum public conflict. The public involvement components will provide an opportunity for input from a variety of sources and to provide participants with valuable insight into the master planning process.

Task 9.1 Airport Advisory Board Briefings

A maximum of two (2) Airport Advisory Board briefings will be given by representative team members during the course of this project. These briefings allow for interaction between the Airport Advisory Board and the AVCON Team and will occur at key milestones in the project.

Task 9.2 City Commission Briefings

A maximum of four (4) City Commission briefings will be given by representative Team

members during the course of the project. These briefings are seen as key opportunities to allow for the interaction between the City Commission and the AVCON Team at key milestones in the project.

Task 9.3 Coordination Meetings

To respond to issues that will arise over the course of the planning study, as well as to brief Airport representatives and representatives of the FAA and/or the FDOT, three (3) project coordination meetings (outside of other meetings, sessions, or briefings) have been budgeted. Coordination meetings are seen as key opportunities to allow for the discussion between the City and the AVCON Team at one of several key milestones in the project.

Typically, the coordination meeting can be conducted during such milestones as the preparation of the aviation activity forecasts, the alternatives analysis/refined alternatives process, and during the preparation of the capital improvement program and potential funding plan. However, these coordination meetings can be changed at any time or during any portion of the project.

Task 10 Master Plan Documentation and Deliverables

Project documentation/deliverables will consist of both the Master Plan Narrative Report and Airport Layout Plan (ALP) drawing set. As part of this project, four working papers, submitted both electronically and in hard copy, will make up the draft Master Plan Narrative Report and will be provided at key points in the master plan process. Both the Master Plan Narrative Report and ALP drawing set will be produced in a draft and final report format. Planned submittals associated with this project are shown as follows:

Task 10.1 Working Paper 1

The first working paper will discuss the issues and information obtained during the inventory phase of the project, the environmental considerations, and the findings of the analyses conducted for the aviation activity forecast task. This working paper will present, in narrative and graphic format, information relating to Airport facilities, the access system serving the Airport, environmental features affecting the current Airport property and tracts immediately adjacent to the Airport, airspace and obstruction considerations, and data related to land use compatibility. Also, the draft working paper will address the historic and current activity levels, factors impacting the Airport, and the findings of the analytical portions of the forecast process. As noted in Task 3, *Aviation Activity Forecasts*, forecasts must be submitted to FAA for review and approval. This task includes the preparation of a PowerPoint presentation and graphical board exhibits (as required).

Task 10.2 Working Paper 2

Working Paper 2 will document the information and evaluations of the capacity assessment process and the facility requirements. This working paper will present, in narrative and

graphic format, information regarding existing Airport capacity, runway length needs, and required facilities necessary to meet future levels of activity. This task includes the preparation of a PowerPoint presentation and graphical board exhibits (as required).

Task 10.3 Working Paper 3

The third draft working paper will document the analyses and findings of the preliminary alternatives analysis. This working paper will focus on the alternatives developed to address the development options associated with the airfield, general aviation terminal area, and all other Airport facilities and uses as well as considering the interrelationships between Airport uses and the impacts that development of individual facilities have on the other facilities and alternatives for other Airport uses. As such, this working paper will present, in narrative and graphic format, a chapter that compares the various development alternatives explored for the Airport. This task includes the preparation of a PowerPoint presentation and graphical board exhibits (as required).

Task 10.4 Working Paper 4

The fourth draft working paper will document the analyses and findings of the refined alternatives analysis, Airport Layout Plan, and the Implementation Plan. This working paper will present, in narrative and graphic format, refinements to the Airport Alternatives chapter, information regarding the Airport Layout Plan drawings, and the results of the Capital Improvement Program analyses conducted as part of the previous tasks. This task includes the preparation of a PowerPoint presentation and graphical board exhibits (as required).

Task 10.5 Project Deliverables

Master Plan Working Papers

A maximum of six copies of each draft working paper will be prepared with supporting graphic exhibits and tables for distribution to the appropriate representatives for their review. Each draft working paper will be prepared in black and white text with some color supporting graphics. As part of the Working Paper 4 submittal, two (2) full size sets of the draft ALP in addition to the 11 x 17" ALP sheets included in the narrative report will be submitted to the Airport for initial review. Comments received will be incorporated before submitting the final draft submittal to FAA and FDOT for their initial review. This task includes the effort to print and copy reports as well as assemble and distribute each working paper deliverable. Working papers will be distributed to allow a minimum of seven (7) days or additional time as agreed by the AVCON Team and the City for review.

Initial Agency Draft Report Submittal

Review comments received during the study process will be incorporated as appropriate into the draft working papers, which will be combined to create the Leesburg International Airport Master Plan Update Narrative Report.

Six (4) final draft copies of the complete Master Plan Narrative Report will be prepared and provided as follows: one (1) to FAA; one (1) to FDOT, and four (4) to the City for final review. Three (3) sets of the Airport Layout Planning Set will be prepared and submitted as follows: one (1) to FAA, one (1) to the FDOT, and one (1) to the City for initial review

FAA Circulation Submittal

After receiving and addressing initial FDOT comments and FAA ADO comments, five (5) full size ALP sets and associated FAA ARP SOP 2.00 and FAA ARP SOP 3.00 Checklists will be submitted to the FAA Orlando Airports District Office for circulation and review.

Final Submittal

After receiving and addressing final FAA and FDOT comments, eight (8) copies of the final ALP drawing set will be sent to FAA Orlando Airports District Office for final approval/signature for distribution to FAA Regional Offices, FDOT Offices, the City, and the AVCON Team. The AVCON Team will submit ten hard copies of the narrative report to the City, one (1) hard copy to FDOT, and two (2) hard copies to the FAA ADO. Digital copies of the master plan report and ALP sent will be delivered to the FAA, FDOT, and to the City. The ALP package will be created using AutoCAD software.

Task 11 DBE/SBE Plan

A Disadvantaged Business Enterprise (DBE) Program will be developed for the City of Leesburg, Florida's Leesburg International Airport. These services will be performed in accordance with U.S. Department of Transportation's (U.S. DOT) Disadvantaged Business Enterprise Program (DBE) 49 CFR, Part 26 guidelines.

The AVCON Team will work as the DBE Program Support Team, per all existing DBE Program guidelines. And will provide DBE Program assistance to Airport staff. Services will be provided, as needed, in order to attain FAA's approval of the Airport's Administrative DBE Program, including its Small Business Enterprise Program (SBE) element; and a separate in-house Standard Operating Procedures (SOP) manual for the SBE element.

The two major elements of the work are to prepare:

- The Airport's DBE Administrative Program
- Prepare an SBE element for the DBE Program; in accordance with U.S. DOT's recent SBE addendum requirements to 49CFR, Part 26.45.

In order to comply with 49 CFR, Part 26 Regulations, during the performance of the following DBE Program Tasks, the following information must be gathered:

- The names, titles, street addresses, e-mail addresses; and the phone and fax

numbers of the Airport Manager, the City Manager; and others who might participate in the DBE Program's Development and/or Implementation.

- Relative positions of the above people on an organizational chart.
- Where the Airport has received more than \$250,000 in federal funds in a fiscal year, Provide the AIP number and name; the Prime Contractor's address and contract total dollars (construction and engineering); and the DBE goal; plus the name and address; scope of work and dollars paid to each sub-contractor/sub consultant that participated on that AIP. The DBE firms for each AIP grant should also be identified.

The AVCON Team will establish the "Market Area"; and demonstrable evidence of the availability of ready, willing and able DBEs relative to all businesses ready, willing and able to participate on DOT-assisted contracts. The goal must reflect the determination of the level of DBE participation one would expect absent the effects of discrimination.

An SBE element will be developed based on CFR 49, Part 26.39. After FAA approval, this SBE element will be included as a section in the Administrative DBE Program.

The maximum duration of this task is fourteen days from Notice-To-Proceed; and receipt of the names and contact information requested above, as well as the information on all previous AIP grants listed above.

END OF SCOPE OF WORK

ATTACHMENT "C"

EXHIBIT A PROFESSIONAL SERVICES COMPENSATION

LEESBURG INTERNATIONAL AIRPORT AIRPORT MASTER PLAN UPDATE

PLANNING LABOR

Position:	Principal	Sr. Planner	Planner	Sr. Designer	Clerical	Total	Avg Hr
Rate (\$/Hour):	\$215	\$150	\$99	\$100	\$67		Cost
TASK 1: Project Initiation and Scoping							
Task 1 Project Initiation and Scoping	0 \$ -	8 \$ 1,200	0 \$ -	0 \$ -	2 \$ 134	10 \$ 1,334	133.40
Sub-total Task 1	0 \$ -	8 \$ 1,200	0 \$ -	0 \$ -	2 \$ 134	10 \$ 1,334	133.40
TASK 2: Inventory of Existing Conditions							
Task 2.1 Review and Evaluate Existing Documents	0 \$ -	4 \$ 600	12 \$ 1,188	0 \$ -	0 \$ -	16 \$ 1,788	\$ 111.75
Task 2.2 Airport Role and Physical Facilities Inventory	0 \$ -	4 \$ 600	12 \$ 1,188	8 \$ 800	0 \$ -	24 \$ 2,588	\$ 107.83
Task 2.3 Airspace Environment/Obstructions	0 \$ -	4 \$ 600	12 \$ 1,188	4 \$ 400	0 \$ -	20 \$ 2,188	\$ 109.40
Task 2.4 FBO Interview	0 \$ -	4 \$ 600	12 \$ 1,188	0 \$ -	0 \$ -	16 \$ 1,788	\$ 111.75
Task 2.5 Vicinity Land Use/Existing Land Use Controls	0 \$ -	4 \$ 600	8 \$ 792	4 \$ 400	0 \$ -	16 \$ 1,792	\$ 112.00
Task 2.6 Environmental Review	0 \$ -	4 \$ 600	8 \$ 792	0 \$ -	0 \$ -	12 \$ 1,392	\$ 116.00
Sub-total Task 2	0 \$ -	24 \$ 3,600	64 \$ 6,336	16 \$ 1,600	0 \$ -	104 \$ 11,536	\$ 110.92
TASK 3: Aviation Activity Forecasts							
Task 3.1 Historical and Current Air Traffic Activity	0 \$ -	20 \$ 3,000.00	16 \$ 1,584.00	0 \$ -	0 \$ -	36 \$ 4,584	\$ 127.33
Task 3.2 Factors and Opportunities Affecting Activity Levels	0 \$ -	8 \$ 1,200.00	8 \$ 792.00	0 \$ -	0 \$ -	16 \$ 1,992	\$ 124.50
Task 3.3 General Aviation Forecasts	0 \$ -	8 \$ 1,200.00	16 \$ 1,584.00	0 \$ -	0 \$ -	24 \$ 2,784	\$ 116.00
Task 3.4 Aviation Activity Peaking Analysis	0 \$ -	8 \$ 1,200.00	16 \$ 1,584.00	0 \$ -	0 \$ -	24 \$ 2,784	\$ 116.00
Sub-total Task 3	0 \$ -	44 \$ 6,600.00	56 \$ 5,544.00	0 \$ -	0 \$ -	100 \$ 12,144	\$ 121.44
TASK 4: Capacity Assessment/Facility Requirements							
Task 4.1 Airfield Capacity	0 \$ -	4 \$ 600	8 \$ 792	0 \$ -	0 \$ -	12 \$ 1,392	\$ 116.00
Task 4.2 Design Aircraft Identification	0 \$ -	4 \$ 600	8 \$ 792	0 \$ -	0 \$ -	12 \$ 1,392	\$ 116.00
Task 4.3 Runway Length Analysis	0 \$ -	4 \$ 600	8 \$ 792	0 \$ -	0 \$ -	12 \$ 1,392	\$ 116.00
Task 4.4 Airfield Facility Requirements	0 \$ -	4 \$ 600	12 \$ 1,188	10 \$ 1,000	0 \$ -	26 \$ 2,788	\$ 107.23
Task 4.5 General Aviation Facilities	0 \$ -	4 \$ 600	8 \$ 792	4 \$ 400	0 \$ -	16 \$ 1,792	\$ 112.00
Task 4.6 General Aviation Terminal Facilities	0 \$ -	4 \$ 600	8 \$ 792	4 \$ 400	0 \$ -	16 \$ 1,792	\$ 112.00
Task 4.7 Airport Support Facilities	0 \$ -	8 \$ 1,200	12 \$ 1,188	0 \$ -	0 \$ -	20 \$ 2,388	\$ 119.40
Task 4.8 Land Area and Landside Requirements	0 \$ -	4 \$ 600	8 \$ 792	8 \$ 800	0 \$ -	20 \$ 2,192	\$ 109.60
Task 4.9 Sustainability Management Plan	0 \$ -	12 \$ 1,800	0 \$ -	0 \$ -	0 \$ -	12 \$ 1,800	\$ 150.00
Task 4.10 Airport Recycling, Reuse, and Waste Reduction Plan	0 \$ -	12 \$ 1,800	0 \$ -	0 \$ -	0 \$ -	12 \$ 1,800	\$ 150.00
Sub-total Task 4	0 \$ -	60 \$ 9,000	72 \$ 7,128	26 \$ 2,600	0 \$ -	158 \$ 18,728	\$ 118.53
TASK 5: Airport Alternatives Analysis							
Task 5.1 Identify Potential Airport Land Use	0 \$ -	4 \$ 600.00	8 \$ -	8 \$ 800.00	0 \$ -	20 \$ 1,400.00	\$ 70.00
Task 5.2 Identify Potential Airfield Alternatives	0 \$ -	4 \$ 600.00	8 \$ 792.00	8 \$ 800.00	0 \$ -	20 \$ 2,192.00	\$ 109.60
Task 5.3 Identify General Aviation Alternative Development	0 \$ -	4 \$ 600.00	8 \$ 792.00	4 \$ 400.00	0 \$ -	16 \$ 1,792.00	\$ 112.00
Task 5.4 Identify Potential Landside Alternatives	0 \$ -	4 \$ 600.00	8 \$ 792.00	8 \$ 800.00	0 \$ -	20 \$ 2,192.00	\$ 109.60
Task 5.5 Terminal Area Alternatives	0 \$ -	4 \$ 860.00	8 \$ 792.00	8 \$ 800.00	0 \$ -	20 \$ 2,452.00	\$ 122.60
Task 5.6 Identify Potential Airport Support Facilities	0 \$ -	4 \$ 600.00	8 \$ 792.00	8 \$ 800.00	0 \$ -	20 \$ 2,192.00	\$ 109.60
Task 5.7 Determine Preliminary Impacts and Development Costs	0 \$ -	8 \$ 1,200.00	16 \$ 792.00	4 \$ 400.00	0 \$ -	28 \$ 2,392.00	\$ 85.43
Sub-total Task 5	0 \$ -	32 \$ 5,060	64 \$ 4,752	48 \$ 4,800	0 \$ -	144 \$ 14,612.00	\$ 101.47

ATTACHMENT "C"

EXHIBIT A PROFESSIONAL SERVICES COMPENSATION

LEESBURG INTERNATIONAL AIRPORT AIRPORT MASTER PLAN UPDATE

PLANNING LABOR

Position:	Principal	Sr. Planner	Planner	Sr. Designer	Clerical	Total	Avg Hr
Rate (\$/Hour):	\$215	\$150	\$99	\$100	\$67		Cost
TASK 6: Alternatives Refinement							
Task 6.1 Refined Alternative Analysis	1 \$ 215	4 \$ 600	8 \$ 792	8 \$ 800	0 \$ -	21 \$ 2,407	\$ 114.62
Task 6.2 Environmental Action Plan	1 \$ 215	8 \$ 1,200	8 \$ 792	8 \$ 800	0 \$ -	25 \$ 3,007	\$ 120.28
Task 6.3 Identify Capital Improvements	1 \$ 215	24 \$ 3,600	8 \$ 792	8 \$ 800	0 \$ -	41 \$ 5,407	\$ 131.88
Sub-total Task 6	3 \$ 645	36 \$ 5,400	24 \$ 2,376	24 \$ 2,400	0 \$ -	87 \$ 10,821	\$ 124.38
TASK 7: Airport Layout Plan Drawing Set							
Task 7.1 Development of Draft Airport Layout Plans Set & Property Map	1 \$ 215	32 \$ 4,800	8 \$ 792	160 \$ 16,000	0 \$ -	201 \$ 21,807	\$ 108.49
Task 7.2 AGIS Survey and Coordination	0 \$ -	24 \$ 3,600	24 \$ 2,376	0 \$ -	0 \$ -	48 \$ 5,976	\$ 124.50
Task 7.3 Final Airport Layout Plan Drawing Set & Property Map	1 \$ 215	12 \$ 1,800	8 \$ 792	40 \$ 4,000	5 \$ 335	66 \$ 7,142	\$ 108.21
Sub-total Task 7	2 \$ 430	68 \$ 10,200	40 \$ 3,960	200 \$ 20,000	5 \$ 335	315 \$ 34,925	\$ 110.87
TASK 8: Facilities Implementation Plan							
Task 8.1 Refine Airport Development Cost Estimates	0 \$ 0	10 \$ 1,500	12 \$ 1,188	0 \$ -	0 \$ -	22 \$ 2,688	\$ 122.18
Task 8.2 Refine Airport Development Phasing Schedule	0 \$ 0	4 \$ 600	8 \$ 792	0 \$ -	0 \$ -	12 \$ 1,392	\$ 116.00
Task 8.3 Federal Priority System	0 \$ 0	8 \$ 1,200	8 \$ 792	0 \$ -	0 \$ -	16 \$ 1,992	\$ 124.50
Task 8.4 Florida State Funding Program	0 \$ 0	8 \$ 1,200	8 \$ 792	0 \$ -	0 \$ -	16 \$ 1,992	\$ 124.50
Task 8.5 Identify Potential Sources of Funding	0 \$ 0	24 \$ 3,600	8 \$ 792	0 \$ -	0 \$ -	32 \$ 4,392	\$ 137.25
Task 8.6 Capital Improvement Program	0 \$ 0	24 \$ 3,600	8 \$ 792	0 \$ -	0 \$ -	32 \$ 4,392	\$ 137.25
Sub-total Task 8	0 \$ -	78 \$ 11,700	52 \$ 5,148	0 \$ -	0 \$ -	130 \$ 16,848	\$ 129.60
TASK 9: Public Involvement Meetings							
Task 9.1 Airport Advisory Board Briefings (2)	2 \$ 430	10 \$ 1,500	10 \$ 990	16 \$ 1,600	0 \$ -	19 \$ 4,520	\$ 237.89
Task 9.2 City Commission Briefings (4)	4 \$ 860	20 \$ 3,000	20 \$ 1,980	32 \$ 3,200	0 \$ -	76 \$ 9,040	\$ 118.95
Task 9.3 Coordination Meetings (3)	0 \$ -	16 \$ 2,400	16 \$ 1,584	24 \$ 2,400	0 \$ -	56 \$ 6,384	\$ 114.00
Sub-total Task 9	6 \$ 1,290	46 \$ 6,900	46 \$ 4,554	72 \$ 7,200	0 \$ -	151 \$ 19,944	\$ 132.08
TASK 10: Master Plan Documentation and Deliverables							
Task 10.1 Working Paper 1	0 \$ -	28 \$ 4,200	8 \$ 792	8 \$ 800	2 \$ 134	46 \$ 5,926	\$ 128.83
Task 10.2 Working Paper 2	0 \$ -	32 \$ 4,800	8 \$ 792	8 \$ 800	2 \$ 134	50 \$ 6,526	\$ 130.52
Task 10.3 Working Paper 3	0 \$ -	28 \$ 4,200	8 \$ 792	8 \$ 800	2 \$ 134	46 \$ 5,926	\$ 128.83
Task 10.4 Working Paper 4	0 \$ -	32 \$ 4,800	8 \$ 792	8 \$ 800	2 \$ 134	50 \$ 6,526	\$ 130.52
Task 10.5 Project Deliverables	0 \$ -	24 \$ 3,600	8 \$ 792	12 \$ 1,200	2 \$ 134	46 \$ 5,726	\$ 124.48
Sub-total Task 10	0 \$ -	144 \$ 21,600	40 \$ 3,960	44 \$ 4,400	10 \$ 670	238 \$ 30,630	\$ 128.70

ATTACHMENT "C"

EXHIBIT A PROFESSIONAL SERVICES COMPENSATION

LEESBURG INTERNATIONAL AIRPORT AIRPORT MASTER PLAN UPDATE

PLANNING LABOR

Position:	Principal		Sr. Planner		Planner		Sr. Designer		Clerical		Total		Avg Hr
Rate (\$/Hour):	\$215		\$150		\$99		\$100		\$67				Cost
TASK 11: DBE/SBE Plan													
Task 11: DBE/SBE Plan	0	\$ -	4	\$ 600	0	\$ -	0	\$ -	1	\$ 67	5	\$ 667	\$ 133.40
Sub-total Task 11	0	\$ -	4	\$ 600	0	\$ -	0	\$ 0	1	\$ 67	5	\$ 667	\$ 133.40
TOTAL LUMP SUM ALL PLANNING LABOR	11	\$ 2,365	544	\$ 81,860	458	\$ 43,758	430	\$ 43,000	18	\$ 1,206	1,442	\$ 172,189	\$ 119.41
Direct Expenses													
AGIS Survey - Quantum Spatial	1	Lump Sum		\$63,125									
AGIS Control Survey Support - DRMP	1	Lump Sum		\$12,186									
Boundary Survey - DRMP	1	Lump Sum		\$68,620									
Property Title Reports	1	Lump Sum		\$26,180									
DBE/SBE Plan - Riverview Consultants, Inc.	1	Lump Sum		\$8,043									
Airport Sustainability - DRMP	1	Lump Sum		\$11,000									
Recycling Plan - DRMP	1	Lump Sum		\$11,000									
Environmental Considerations - DRMP	1	Lump Sum		\$7,100									
Purchase Socioeconomic Data and Forecasts	1	allow		\$425									
Travel Expenses	1	allow		\$2,633									
Postage and Courier	1	allow		\$470									
Printing & Publishing Expenses	1	allow		\$7,747									
GRAND TOTAL DIRECT EXPENSES				\$218,529								\$218,529	

GRAND TOTAL LUMP SUM ALL PLANNING LABOR AND DIRECT EXPENSES

\$390,718

ATTACHMENT "C"

EXHIBIT A PROFESSIONAL SERVICES COMPENSATION

LEESBURG INTERNATIONAL AIRPORT AIRPORT MASTER PLAN UPDATE

PRINTING AND PUBLISHING EXPENSES

	No. of Dwgs	No. of Pages 8.5 x 11	No. of Pages 11 x 17	Covers	No. of Sets	Total Cost
	\$ 3.24	\$ 0.37	\$ 2.27	\$ 3.10		
Working Paper No 1		256			6	\$ 568
Z-folds			23		6	\$ 313
Covers				2	6	\$ 37
Working Paper No. 2		30			6	\$ 67
Z-folds			3		6	\$ 41
Covers				2	6	\$ 37
Working Paper No. 3		35			6	\$ 78
Z-folds			10		6	\$ 136
Covers				2	6	\$ 37
Drawings	10				2	\$ 65
Working Paper No. 4		40			6	\$ 89
Z-folds			20		6	\$ 272
Covers				2	6	\$ 37
Drawings	20				2	\$ 130
Client Internal Review Draft Airport Layout Plan Sets	12	72			6	\$ 393
Draft Technical Report Submittal to FAA/FDOT	36	361	56	2	2	\$ 767
Initial Draft Airport Layout Plan Sets Submitted	12	72			3	\$ 197
FAA Circulation Submittal	12	72		2	5	\$ 359
Final Draft Airport Layout Plan Drawings	12	72			10	\$ 655
Final Technical Reports to the Clty		361	56	2	10	\$ 2,669
Final Technical Reports to the FDOT		361	56	2	1	\$ 267
Final Technical Reports to the FAA		361	56	2	2	\$ 534

Total Printing and Publishing Expenses: \$ 7,747

ATTACHMENT "C"

EXHIBIT A
PROFESSIONAL SERVICES COMPENSATION

LEESBURG INTERNATIONAL AIRPORT
AIRPORT MASTER PLAN UPDATE

TRAVEL EXPENSES

Round-trip Mileage between Orlando and LEE Airport

106 miles

	No. of Meetings	Car Mileage	Total
		\$ 0.540	
Inventory Trip	2	212	\$ 114.48
Sustainability and Recycling Kick-off Meeting	1	106	\$ 57.24
Sustainability and Recycling Inventory Meeting	1	106	\$ 57.24
Sustainability and Recycling Draft Report Meeting	1	106	\$ 57.24
Airport Advisory Board Briefings	4	424	\$ 915.84
City Commission Briefings	4	424	\$ 915.84
Coordination Meetings	3	318	\$ 515.16

Total Travel Expenses: \$ 2,633

ATTACHMENT "C"

EXHIBIT A
PROFESSIONAL SERVICES COMPENSATION

LEESBURG INTERNATIONAL AIRPORT
AIRPORT MASTER PLAN UPDATE

POSTAGE AND COURIER

Working Paper No. 1	\$ 50.00
Working Paper No. 2	\$ 50.00
Working Paper No. 3	\$ 50.00
Working Paper No. 4	\$ 50.00
Client Internal ReviewDraft ALP	\$ 20.00
Draft Technical Submittal to FAA/FDOT	\$ 40.00
Initial Draft ALP Submitted	\$ 40.00
Final Draft ALP Drawings	\$ 50.00
Final Technical Reports	\$ 50.00
Final ALP Drawings	\$ 70.00

Total Postage and Courier: \$ 470.00

LEESBURG INTERNATIONAL AIRPORT
ATTACHMENT C
AVCON HOURLY RATE SCHEDULE

POSITION	JOB DESCRIPTION	HOURLY RATE
Principal	The Principal-in-Charge is a Registered Professional Engineer who holds full project responsibility and authority to represent the firm. It is his responsibility to assure that all necessary corporate and staff resources are available. The authority of the Principal-in-Charge, combined with an extensive understanding of the work to be performed, provides the project team and staff with strong leadership, technical direction and expert supervisory guidance of all work undertaken by the firm. The Principal is ultimately responsible and accountable to provide excellence in Customer Service and Quality for all company work performed. Duties include management and oversight of all personnel, projects, production control, budgeting, task scheduling, coordination, and review.	\$215
Senior Project Manager	When warranted, a Senior Project Manager is assigned to projects of broad scope and impact. This position may be allowed when the City requires a principal to provide services due to expertise and knowledge. This position may oversee less senior project managers or solely assume the role and responsibility of the Project Manager.	-
Project Manager	A project manager is the person responsible for accomplishing the stated project objectives. Key project management responsibilities include creating clear and attainable project objectives, building the project requirements, and managing the triple constraint for projects, which are cost, time, and quality (also known as scope). A project manager is the client representative and has to determine and implement the exact needs of the client, based on knowledge of the firm they are representing. The ability to adapt to the various internal procedures of the contracting party, and to form close links with the nominated representatives, is essential in ensuring that the key issues of cost, time, quality and above all, client satisfaction, can be realized.	\$160
Senior Engineer/Engineer of Record	A Licensed Professional Engineer who leads the design of the project. They work closely with the Project Manager to ensure the needs of the client are being met along with ensuring the product design meets the standard of care required for the design of the project and are in accordance with current codes and rules. This job may have varying degrees of supervisory responsibility at the project or task levels. May plan, schedule, coordinate and oversee the work of task leads or lower-level engineers or technicians who assist with particular projects.	\$150
Engineer	A Licensed Professional Engineer is responsible for a particular technical aspect of the project and is the person who usually does the layout or calculations for the Senior Engineer or Project Manager. The Engineer works under the Project Manager or the Senior Engineer. Depending on the size of the project or the firm, the Project Engineer may also produce the CAD/D plans.	\$99
Senior Designer	Discipline designer, drafting lead and/or drafting approver on multidiscipline projects, multiple projects, and large, complex projects. May serve as project manager on less complex projects.	\$100
Designer	The design engineer takes care of the inner workings/engineering of a design and works under the direction of a Senior Designer, Senior Engineer or Project Manager	\$91
Senior Technician	May oversee less senior Technician Positions. Perform highly complex technical and analytical office and field engineering work involving drafting, surveying, mapping, design and related engineering/design activities. They must be able to assemble technical specifications and produce cost estimates in conjunction with the engineered plans. From base design of project at the beginning to as-built/record documentation at the end, they must communicate with field personnel and competently utilize data collected for the project.	-
Senior CADD Technician	Uses CADD software to produce neat, legible construction documents that meet company quality control standards. Primarily functions as drafting lead or task lead on simple projects or as a sub-lead on large, complex projects.	-
CADD Technician	The CADD Technician also works under the engineering staff, but requires more direction than the more experienced Senior CAD/D Technician. The CADD Technician produces the CADD plans, but the engineering staff usually must give the CAD/D explicit direction or mark-ups to go by.	\$70
Professional Surveyor	more survey parties engaged in surveying earth's surface to determine precise location and measurements of points, elevations, lines, areas, and contours for construction, mapmaking, land division, titles, mining or other purposes: Researches previous survey evidence, maps, deeds, physical evidence, and other records to obtain data needed for surveys. Develops new data from photogrammetric records. Determines methods and procedures for establishing or reestablishing survey control. Keeps accurate notes, records, sketches to describe and certify work performed. Coordinates findings with work of engineering and architectural personnel, clients and others concerned with project. Assumes legal responsibility for work.	\$135*

**LEESBAY AIRPORT
ATTACHMENT A
AVCON HOURLY RATE SCHEDULE**

Survey Field Crew Chief/Data Collection	Under direction, coordinates the activities of a field survey party; performs the most technically complex paraprofessional field surveying duties; and performs other duties as required. Positions in this advanced journey-level classification are responsible for the effective performance, training, and safety of all members of a field survey party. Survey Party Chief is distinguished from the class of Engineering Technician Specialist by its sole assignment of surveying duties. Survey Party Chief reports to a Surveyor classification that is assigned responsible charge for field survey work.	\$90*
Survey Instrument Person	Perform the responsibilities of the instrument man on a survey crew. Position will also include performing basic to moderately-difficult CADD drafting assignments. Will work under the general direction of a Surveyor or Survey Field Crew Chief. This position at this level typically takes engineering notes, specifications, rough sketches, etc., and formalizes them into working drawings.	\$75*
Surveyor In Training	Under direction, reviews survey maps and documents for technical correctness and compliance with federal, state, and local regulations; performs the most technically complex paraprofessional office surveying duties; and performs other duties as required.	-
Survey Technician	Land Survey Technicians work by collecting information to be used in making topographic maps; they operate survey instruments, mark boundaries on property and stake constructions. They also work indoors and assist land surveyors by doing computer-aided drafting and computations in offices.	-
GPS Technician	Responsible for collecting field data (wetland information, structures, road alignments, stream crossings, etc) using GPS units. Prepares designs, reports and calculations on complex projects. Performs and develops scope for field and office tasks (technical and non-technical) and independent analysis. Conducts field exploration, sampling, inspection, analysis and technical support under supervision. Coordinates projects with direct review and interaction by senior operations/technical staff.	\$75*
Two-Man Field Party	Party consists of Survey Crew Chief, Survey Technician and all equipment and materials to perform work.	\$105*
Three-Man Field Party	Party consists of Survey Crew Chief, Survey Instrument Person, and Survey Technician and all equipment and materials to perform work.	\$135*
Four-Man Field Party	Party consists of Survey Crew Chief, Survey Instrument Person, and two (2) Survey Technicians and all equipment and materials to perform work.	-
Hydrographic Field Party	Party consists of GPS Technician, Boat Captain, and Survey Technician and all equipment and materials to perform work in a body of water and on land.	-
GPS Mapping - Two-Man Party	Party consists of GPS Technician and Survey Technician and all equipment and materials to perform work.	-
GPS Mapping - Three-Man Party	Party consists of GPS Technician and two (2) Survey Technicians and all equipment and materials to perform work.	-
GPS Surveying - Two-Man Party	Party consists of GPS Technician and Survey Technician and all equipment and materials to perform work.	-
GPS Surveying - Three-Man Party	Party consists of Survey Crew Chief, GPS Technician and Survey Technician and all equipment and materials to perform work.	-
Construction Manager	Plan, direct, coordinate, or budget, usually through subordinate supervisory personnel, activities concerned with the construction and maintenance of structures, facilities, and systems. May participate in the conceptual development of a construction project and oversee its organization, scheduling, and implementation.	\$160
Construction Observer/Inspector	Perform all phases of field assignments to obtain and record accurate and complete data. Interpret specifications, working drawings and conveys intent to the contractor. Responsible for all testing, testing coordination, equipment and equipment maintenance. Perform all aspects of field inspection.	-
Professional Administration	Provide complete administrative support to a department, group, or similar organizational unit.	\$85
Clerical/Support staff	Personnel whose primary job is the engagement in office work.	\$67
Expert Witness	A witness, who by virtue of education, training, skill, or experience, is believed to have expertise and specialized knowledge in a particular subject beyond that of the average person, sufficient that others may officially and legally rely upon the witness's specialized (scientific, technical or other) opinion about an evidence or fact issue within the scope of his expertise, referred to as the expert opinion, as an assistance to the fact-finder	n/a
Environmental Scientist	Airport Wildlife Biologist	\$95*
Ecologist	Ecological and Environmental Sciences Manager	\$145*
Sr. Planner		\$150
Planner		\$99

Legend

* DRMP, Inc.



AGENDA MEMORANDUM

Item No: 5.C.1.

Meeting Date: June 27, 2016

From: Ken Thomas, Housing & Redevelopment Manager

Subject: Partnership Agreement Between Lake County Government and the City of Leesburg to administer CDBG funds for the Neighborhood Resource Center in the amount of \$362,284 for Fiscal Year 2015/2016

Staff Recommendation:

Staff recommends approval of the partnership agreement between Lake County Government and the City of Leesburg regarding the appropriation of funding for the Neighborhood Resource Center in the amount of \$362,284.00 for Fiscal Year 2015/2016.

Analysis:

The proposed project consists of constructing a Neighborhood Resource Center in the Carver Heights/Montclair Community Redevelopment Area (CHCRA) to address the needs of the community. The Center will partner with non-profit organizations, government agencies, churches and civic groups to provide a family-friendly and accessible place to offer services and activities to families in the community. The following services will be provided, but not limited to:

- | | |
|-------------------------------------|-----------------------------------|
| • Job Readiness Programs | Job Training Formats |
| • Life Skills Education | Computer and Related Technology |
| • Adult/Child Mentoring Programs | Neighborhood Ambassador Program |
| • Family Counseling | Academic Enrichment Activities |
| • Youth Community Services Programs | Basic Needs Program |
| • Entrepreneurship Programs | Senior Programs |
| • Senior Meal Center | Community meeting space |
| • Venue for public celebrations | Cardio-vascular exercise programs |

The Partnership Agreement is confirmation of Lake County Government grant funding commitment for Fiscal Year 2015/2016 for the Resource Center in the amount of \$362,284. Subsequently, additional funding is anticipated from Lake County Government during Fiscal Year 2016/2017.

Options:

1. Approve the Partnership Agreement between Lake County Government and the City of Leesburg; and/or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The City of Leesburg will receive grant funding in the amount of \$362,284.00 pursuant to the partnership agreement.

Submission Date and Time: 6/22/2016 5:31 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised:___Not Required___ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. mwr Submitted by: City Manager _____	Account No. <u>_017-0000-331-5600_</u> Project No. <u>_CDBG16_</u> WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A PARTNERSHIP AGREEMENT
BETWEEN LAKE COUNTY GOVERNMENT AND THE CITY
OF LEESBURG FOR COMMUNITY DEVELOPMENT BLOCK
FUNDS FOR THE NEIGHBORHOOD RESOURCE CENTER;
AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute a Partnership Agreement with Lake County Government whose address is Post Office Box 7800, 2008 Classique Lane, Tavares, Florida 32778-7800 for funding of \$362,284.00 for the Neighborhood Resource Center.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 27th day of June 2016.

Mayor

ATTEST:

City Clerk

**COMMUNITY DEVELOPMENT BLOCK GRANT
PARTNERSHIP AGREEMENT
BETWEEN
LAKE COUNTY
AND
CITY OF LEESBURG
FOR
CDBG FY 2015-16
*NEIGHBORHOOD RESOURCE CENTER***

**PARTNERSHIP AGREEMENT
BETWEEN LAKE COUNTY AND
CITY OF LEESBURG**

This is an Agreement, by and between Lake County, a political subdivision of the State of Florida hereafter referred to as "COUNTY", and City of Leesburg, a municipal corporation organized under the laws of the State of Florida, hereafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, the COUNTY has been awarded a Community Development Block Grant (CDBG) from the Department of Housing and Urban Development (HUD) which provides for the development, establishment, and administration of projects to benefit low and moderate income families, aid in elimination of slums or blight, or meet an urgent community development need according to HUD Regulations; and

WHEREAS, said CDBG allows the COUNTY to develop partnerships with other governmental agencies and non-profit corporations to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, the MUNICIPALITY has entered into an Urban County Cooperation Agreement with the COUNTY, whereby the COUNTY shares its annual CDBG entitlement with the MUNICIPALITY because the MUNICIPALITY's low and moderate income population was used to qualify the COUNTY for the entitlement; and

WHEREAS, the MUNICIPALITY wishes to use its share of the FY 2015-16 CDBG entitlement for the Leesburg Resource Center Project; and

WHEREAS, the MUNICIPALITY has agreed to implement the above activity and to be reimbursed for the services in an amount not to exceed **\$362,284.00**; and

WHEREAS, the COUNTY has initially determined that the proposed activity will benefit low and moderate income persons;

NOW THEREFORE in consideration of the mutual premises and covenants, the parties agree as follows:

**ARTICLE I
PROJECT DESCRIPTION**

- 1.1 The MUNICIPALITY agrees to implement the activity described in detail in Appendix A, "Scope of Services."

**ARTICLE II
DISBURSEMENTS**

- 2.1 The COUNTY agrees to reimburse the MUNICIPALITY a maximum amount not to exceed \$362,284.00 from the FY 2015-16 Community Development Block Grant (CDBG) funds, as outlined in Appendix B, "Budget."

**ARTICLE III
REPORTING**

- 3.1 The MUNICIPALITY shall provide the COUNTY with a monthly report of all activities including a narrative summary of progress and a financial statement on expenditures during the report period. Reports may be submitted on the report form attached to this Agreement, Appendix D. Reports are due on the tenth working day of each month, unless on an otherwise agreed upon schedule, and shall begin on the effective date of this Agreement and continue until all information concerning the project has been received by the COUNTY for close-out.
- 3.2 The MUNICIPALITY shall provide the Lake County Department of Community Services with additional program information as needed.

**ARTICLE IV
AGREEMENT PERIOD AND TERMINATION**

- 4.1 This Agreement shall be effective for the twelve (12) months period immediately following the date of execution of the Agreement by the last party.
- 4.2 Suspension and termination for convenience:
- a. If the MUNICIPALITY should materially fail to comply with any term of the award, suspension or termination may occur in accordance with 24 CFR 85.43 and in accordance with 24 CFR 85.44. In the event that funds should fail to be or cease to be provided to the COUNTY then the COUNTY may terminate this Agreement immediately.
 - b. Termination for Convenience: Except as provided above awards may be terminated in whole or in part only as follows:
 - 1. By the COUNTY with the consent of the MUNICIPALITY in which case the two parties shall agree upon the termination condition including the effective date and in case of partial termination the portion to be terminated; or
 - 2. By the MUNICIPALITY upon written notification to the COUNTY setting forth the reasons for such termination, the effective date, and in case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.

- 4.3 The COUNTY may issue a Stop Order to the MUNICIPALITY which will halt all work on the project in the event that the work is not being done according to Federal guidelines and regulations, the assurances contained herein, or the provisions of this Agreement.
- 4.4 The MUNICIPALITY may not terminate its obligations under Paragraphs 11.7-11.9 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of the COUNTY.
- 4.5. Hearings Appeals: In taking an enforcement action the COUNTY will provide the MUNICIPALITY an opportunity for such hearing appeal or other administrative proceeding to which the COUNTY or MUNICIPALITY is entitled to under any statute or regulation applicable to the action involved.
- 4.6 Effects of Suspension and Termination: Costs resulting from obligations incurred by the MUNICIPALITY clearing a suspension after termination of an award are not allowable unless the awarding agency expressly authorizes them in the nature of suspension or termination or subsequently. Other MUNICIPALITY costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- a. The costs result from obligations which were properly incurred by the MUNICIPALITY before the effective date of suspension or termination, are not in anticipation of it, and in case of termination are noncancellable; and
 - b. The costs would be allowable if the award was not suspended or expired normally at the end of the funding period in which the termination takes effect.
- 4.7 Relationship to Debarment and Suspension: The enforcement remedies identified in this section including suspension and termination do not preclude the grantee or subrecipient from being subject to "Debarment".

ARTICLE V INDEMNIFICATION

- 5.1 The COUNTY and the MUNICIPALITY, in accordance with Section 768.28, Florida Statutes, agree to be fully responsible for their negligent acts or omissions or intentional tortuous acts which result in claims or suits against the other party, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. The MUNICIPALITY agrees that it is an independent contractor of the COUNTY and not an agent or employee.

ARTICLE VI PROCEDURES FOR INVOICING AND PAYMENT

- 6.1 All purchasing for consumable, capital equipment, and services shall be made by credit card, purchase order or by a written contract
- a. The COUNTY agrees to make payment and reimburse all budgeted costs as specified in Appendix B available under Federal, State, and County guidelines.
 - b. Requests by the MUNICIPALITY for payment shall be accompanied by proper documentation and shall be submitted to the COUNTY for approval no later than thirty (30) days after the last date covered by the request.
 - c. The COUNTY agrees that it shall pay the MUNICIPALITY within thirty (30) calendar days after proper presentation of invoices and reports approved by the MUNICIPALITY and COUNTY.
 - d. For purposes of this section, copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices shall not be honored if received by the COUNTY later than thirty (30) days after expiration date of this Agreement.
 - e. The COUNTY may withhold payment of reimbursement requests if monthly reports are not current.
- 6.2 Upon receiving the invoices, reports and other materials, the COUNTY shall review such bid awards, contracts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.
- 6.3 Upon determination by the COUNTY that the services or material invoiced have been received or completed, the COUNTY shall authorize payment to the MUNICIPALITY in the amount it determines to be payable.
- 6.4 If applicable, a request to subcontract work or services hereunder shall be submitted in writing and shall be subject to each provision of this Agreement and any contract shall be in accordance with County, State, and Federal guidelines and regulations. A list of all subcontractors shall be provided to the Department of Community Services. This in no way relieves the MUNICIPALITY from any other requirements of this Agreement. Reimbursement requests shall include certification such as the certification shown in Appendix C, Page 2 in the absence of canceled checks for verification. None of the work or services, including but not limited to, consultant services covered by this Agreement, shall be subcontracted or reimbursed without the prior notice to the COUNTY.

ARTICLE VII IMPLEMENTATION AND TIMETABLE

- 7.1 The parties expressly ratify the activities relating to this agreement and adopt the terms and conditions of this Agreement for all such activities undertaken during the term of this

Agreement. Expenses incurred during this period will be considered eligible for reimbursement.

- 7.2 The MUNICIPALITY agrees to implement project(s) and comply with the Scope of Services and timetable set forth in Appendix A.

ARTICLE VIII NOTICES

- 8.1 The MUNICIPALITY and the COUNTY agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, electronic mail, by messenger or personally delivered to the office of the duly authorized representative of the MUNICIPALITY or COUNTY as specified herein.

COUNTY:

Cheryl Howell, Housing Division Manager
Lake County Dept. of Housing & Comm. Development
P.O. Box 7800
2008 Classique Lane
Tavares, FL 32778-7800

MUNICIPALITY:

Jay Hurley, Mayor
City of Leesburg
P O Box 490630
501 W. Meadow St.
Leesburg, FL 34748

ARTICLE IX MODIFICATION

- 9.1 Any program modification requested by the MUNICIPALITY must be requested at least ninety (90) days prior to the end of the term of this Agreement. No modification to this Agreement shall be binding on either party unless in writing and signed by both parties.
- 9.2 In the event that the Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, the MUNICIPALITY shall be notified in writing and such notification shall constitute an official amendment.
- 9.3 The COUNTY may, at its discretion and upon provision of proper notice to the MUNICIPALITY, amend this Agreement to conform with changes in Federal, State, and/or County guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement.

ARTICLE X ASSURANCES

- 10.1 MUNICIPALITY agrees that it will comply with the following assurances:
- a. If applicable, the MUNICIPALITY shall inform affected persons of the benefits, policies, and procedures provided for under HUD regulations.
 - b. The MUNICIPALITY agrees further that it shall be bound by the standard terms and conditions used in the Grant Agreement between HUD and the COUNTY

and such other rules, regulations or requirements as HUD may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this Agreement by the parties hereto.

- c. In accordance with the Drug Free Workplace Act of 1988, the MUNICIPALITY certifies that it has a policy designed to ensure that the MUNICIPALITY's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.
- d. In compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

10.2 The MUNICIPALITY certifies that, to the best of its knowledge and belief that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and It will require that the language of this Paragraph 8.12 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XI FINANCIAL RESPONSIBILITY

- 11.1 The MUNICIPALITY gives the COUNTY, HUD, and the Inspector General, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the project.
- 11.2 The MUNICIPALITY agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this Agreement.
- 11.3 The MUNICIPALITY further agrees to provide for audit purposes (upon request) all files, records and documents pertaining to related activities and clientele demographic data contained in this Agreement.
- 11.4 Any funds expended in violation of this Agreement shall be refunded in full from non-Federal resources.
- 11.5 Funding authorization through a CDBG shall be used only for eligible activities specifically outlined in this Agreement. In the event material progress is not evidenced nor commenced within the time limitations of this Agreement, as determined by the COUNTY, the COUNTY may terminate this Agreement.
- 11.6 All funds not expended as a result of the aforementioned deficiency of significant material progress or returned as a result of expiration and subsequent termination of the original funding Agreement shall be used by the COUNTY at its discretion for reallocation to other eligible CDBG activities.
- 11.7 Program income (defined at 24 CFR 570.500) derived from the project, if any, shall be retained by the MUNICIPALITY to be used to recoup costs incidental to the generation of the income, such as expendable supplies and labor costs.
- 11.8 If the MUNICIPALITY executes an Assignment of Proceeds and Grant of Lien to the COUNTY specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this contract.
- 11.9 The COUNTY shall have the right to audit and monitor any program income as a result of CDBG activity.

ARTICLE XII EVALUATION AND MONITORING

- 12.1 The MUNICIPALITY agrees that the COUNTY may carry out periodic monitoring and evaluation activities as determined to be necessary by the COUNTY. This Agreement is dependent upon satisfactory monitoring and evaluation of activities and other performance measures, including, but not limited to, the terms of this Agreement, and comparisons of planned versus actual progress relating to project scheduling, budget, and output measures. The MUNICIPALITY agrees to furnish upon request to the COUNTY or its designees, and make copies and/or transcriptions of such records and information as is determined necessary by the COUNTY. The MUNICIPALITY shall

submit, upon the request of the COUNTY, information and status reports required by the COUNTY or HUD on forms approved by the COUNTY.

- 12.2 A sample monitoring instrument attached as Appendix E contains the minimum monitoring measures to be used by the COUNTY. Other measures may also be utilized.

ARTICLE XIII UNIFORM ADMINISTRATIVE REQUIREMENTS

- 13.1 Governmental subrecipients and the County shall comply with the 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":

- a. Section 85.3, "Definitions";
- b. Section 85.6, "Exceptions";
- c. Section 85.12, "Special grant or subgrant conditions for 'high-risks' grantees";
- d. Section 85.20, "Standards for financial management systems", except paragraph (a);
- e. Section 85.21, "Payment", except as modified by State Statute 570.513;
- f. Section 85.22, "Allowable costs";
- g. Section 85.26, "Non-federal audits";
- h. Section 85.32, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be Program Income;
- i. Section 85.33, "Supplies";
- j. Section 85.34, "Copyrights";
- k. Section 85.35, "Subawards to debarred and suspended parties";
- l. Section 85.36, "Procurement", except paragraph (a);
- m. Section 85.37, "Subgrants";
- n. Section 85.40, "Monitoring and reporting program performance", except paragraph (b) - (d) and (f);
- o. Section 85.41, "Financial reporting", except paragraphs (a), (b), and (e);
- p. Section 85.42, "Retention and access requirements for records";
- q. Section 85.43, "Enforcement";
- r. Section 85.44, "Termination for convenience";
- s. Section 85.51, "Later disallowances and adjustments"; and
- t. Section 85.52, "Collection of amounts due".

The COUNTY and governmental subrecipients shall also comply with the provisions of OMB Circular A-133 - Audits of State and Local Governments Non-Profit Organizations; and OMB Circular A-87 - Cost Principles for State and Local Governments.

ARTICLE XIV CONFLICT OF INTEREST

- 14.1 In the procurement of services by the MUNICIPALITY, the Conflict of Interest provision in 24 CFR 85.36 shall be adhered to as applicable.

ARTICLE XV OTHER REQUIREMENTS

- 15.1 The COUNTY and the MUNICIPALITY agree to comply with all applicable Federal, State, and County laws ordinances, codes and regulations. Any conflict or inconsistency between the above Federal, State or County guidelines and regulations and this Agreement shall be resolved in favor of the more restrictive. More specifically, the COUNTY and the MUNICIPALITY agree to carry out each activity in compliance with all applicable Federal laws and regulations as described below:
- Public Law 88.352 - Title VI of the Civil Rights Act of 1964
 - Public Law 90.284 - Title VIII of the Civil Rights Act of 1988
 - Executive Order 11063 as amended by Executive Order 12259
 - Section 109 of the Act
 - Labor Standards
 - National Flood Insurance Program
 - Relocation and Acquisition
 - Employment and Contracting Opportunities;
 - Executive Order 11246 (41 CFR Chapter 60)
 - Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 17010)
 - Lead-Based Paint
 - Use of Debarred, Suspended or Ineligible Contractors
 - Displacement
 - Conditions for Religious Organizations
 - Non-Discrimination Base on Handicap
 - Section 504 of the Rehabilitation Act of 1973
 - Architectural Barriers Act of 1963
 - Environmental Protection Agency Regulations.
- 15.2 The MUNICIPALITY will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended. If the MUNICIPALITY solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.
- 15.3 Neither the MUNICIPALITY's program nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act, Chapter 15 of Title 5, United States Code.

ARTICLE XVI GENERAL PROVISIONS

- 16.1 The COUNTY and the MUNICIPALITY agree to abide by the provision of Chapter 112.3135, Florida Statutes, pertaining to nepotism in their performance under this Agreement. The COUNTY and the MUNICIPALITY also agree to abide by Chapter 119, Florida Statutes, Public Records and its successors.
- 16.2 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 16.3 This document shall be executed in three (3) counterparts, each of which shall be deemed to be an original.
- 16.4 Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.

ARTICLE XVII INSURANCE AND BOND

- 17.1 The MUNICIPALITY shall maintain, at all times, the following minimum levels of Insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below.
- a. Worker's Compensation -- in compliance with State and Federal laws.
 - b. Comprehensive Automobile Liability -- \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
 - c. Comprehensive General Liability -- \$1,000,000.00 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:
 - I. Premises and Operations; and
 - II. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damages coverages.
- 17.2 The MUNICIPALITY shall provide to the COUNTY original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences.

- 17.3 The MUNICIPALITY shall name the COUNTY as an additional insured on all policies related to the project, excluding worker's compensation and professional liability.
- 17.4 All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.
- 17.5 The MUNICIPALITY's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the COUNTY. Such certificates of insurance provide that there shall be no termination, non-renewal modification or expiration of such coverage without forty-five (45) calendar days prior written notice to the COUNTY. In the event of any failure by the MUNICIPALITY to comply with the provisions; the COUNTY may, at its option, on notice to the MUNICIPALITY suspend the project for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at the MUNICIPALITY's expense, provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, the MUNICIPALITY shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- 17.6 The MUNICIPALITY herein attests and certifies to the COUNTY that during the term of this Agreement, the MUNICIPALITY had all insurance coverages and limits as set forth by the Agreement.
- 17.7 The undersigned person signing as an officer on behalf of the MUNICIPALITY, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said MUNICIPALITY and to bind the same to this Agreement, and, further that said MUNICIPALITY has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

ARTICLE XVIII MISCELLANEOUS PROVISIONS

- 18.1 This Agreement does not in any way create the relationship of principal and agent or employer and employee, or joint venture, or partnership between MUNICIPALITY and the COUNTY. Both parties shall not act or attempt to act or represent itself directly or by implication as an agent of either party, or in any manner assume or attempt to assume or create any obligation or make any contract, agreement, representation, or warranty on behalf of or in the name of either party.
- 18.2 This Agreement, and all exhibits, supersede any and all other agreements either oral or written between the parties and contain the entire agreement between the parties. Any changes, additions or deletions to this agreement shall be in writing signed by both parties.
- 18.3 Pursuant to Section 119.0701, Florida Statutes, MUNICIPALITY shall comply with the Florida Public Records' laws, and shall:
- a. Keep and maintain public records required by the COUNTY to perform the services identified herein

- b. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if MUNICIPALITY does not transfer the records to the public agency..
- d. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the contractor or keep and maintain public records required by the COUNTY to perform the service. If MUNICIPALITY transfers all public records to the COUNTY upon completion of this Agreement, MUNICIPALITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MUNICIPALITY keeps and maintains public records upon completion of the contract, MUNICIPALITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

IF MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF RECORDS, CHERYL HOWELL AT 2008 CLASSIQUE LANE, P.O. BOX 7800, TAVARES, FL 32778, CHOWELL@LAKECOUNTYFL.GOV.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County through its Board of County Commissioners, signing by and through its Chairman, and by MUNICIPALITY through its City Council, signing by and through its Mayor.

**LAKE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

Sean M. Parks, Chairman

This ____ day of _____, 2016

ATTEST:

Neil Kelly, Clerk of the Board
of County Commissioners of
Lake County Florida

Approved as to form and legality

Melanie Marsh
County Attorney

MUNICIPALITY

Jay Hurley, Mayor

This ____ day of _____, 2016

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and legality:

Fred Morrison, City Attorney

**APPENDIX A
SCOPE OF SERVICES**

1. The MUNICIPALITY intends to use its FY 2015-16 Community Development Block Grant (CDBG) funds to construct the new Neighborhood Resource Center. More specifically, the improvements include:

- Phase 1 Architect and Engineer

2. The MUNICIPALITY will oversee implementation of the project with assistance from the COUNTY as follows:

- Leesburg Neighborhood Resource Center

It shall be the responsibility of the MUNICIPALITY to ensure that all contracted services shall be procured in such a manner as to encourage free and open competition following statutory procurement practices, and, in all contracts for outside labor, to include compliance with federal labor standards, where applicable, and with other federal requirements. The COUNTY will assist the MUNICIPALITY to ensure that these requirements are met.

2. Implementation of the project shall proceed according to the Schedule on Appendix A, Page 2.

Implementation Schedule

Task	Start	Contract Month												End
		06/ 16	07/ 16	08/ 16	09/ 16	10/ 16	11/ 16	12/ 16	01/ 17	02/ 17	03/ 17	04/ 17	05/ 17	
Property Acquisition		X												06/16
Project Design				X										08/16
Procurement of General Contractor				X										08/16
Construction Bidding					X									09/16
Notice to Proceed							X							11/16
Construction of Resource Center													X	08/17
Project Completion and C. O														08/17

3. The MUNICIPALITY shall comply with the following other requirements:

- Prior to rehabilitation/construction, Department of Housing & Community Development Division-CDBG Division staff will review and approve specifications and cost allocations.
- The MUNICIPALITY shall include in all advertising and/or promotion a statement that whole or partial funding of the project is supplied by Lake County Community Development Block Grant Funds, or wording to that effect.
- The MUNICIPALITY shall maintain documentation that ensures eligibility and compliance with a National Objective of the CDBG program.
- The Scope of Service may not be changed or modified without prior written approval by the COUNTY.

APPENDIX B BUDGET

The MUNICIPALITY shall adhere to the following budget in carrying out this Agreement. LINE ITEMS MAY NOT BE ADDED to the Budget during the term of this Agreement.

Category	Line Item	CDBG Funds	Other Funding	Total
Salaries & benefits (service delivery or labor costs only)				
Materials & equipment				
Consultants & professional services				
Other Revenue				
Totals				

The MUNICIPALITY may request **PRIOR** approval for Budget line item shifts, except that such line item shifts involving personnel shall not result in an increase in the rate of such salaries. Requests for line item shifts shall be granted by the Lake County Housing & Community Development Division (HCD) as it deems reasonable and necessary for the performance of Services and shall not be deemed approved unless given **IN WRITING** by HCD.

APPENDIX C

REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: **CDBG 2015-16 City of Leesburg Neighborhood Resource Center**Urban County Partner: **Leesburg**

PAYROLL (Must have authorized timesheets and payroll information): \$_____

INVOICES (Attach all relevant invoices and copies of disbursed checks): \$_____

EQUIPMENT (Office, etc., along with procurement information): \$_____

OTHER CONTRACTS (Provide copies of contracts using CDBG funds): \$_____

REIMBURSEMENT REQUEST TOTAL: \$_____

Authorized Signature_____
Date

=====

For CDBG Use Only

ACCOUNT NUMBER ()

SUBJECT TO PROGRAM INCOME? YES_____ NO_____

SIGNATURE / DATE APPROVED PROGRAM SUPERVISOR_____
SIGNATURE / DATE APPROVED HOUSING MANAGER

NOTES: _____

VENDOR/INVOICE FORM

Account Number ()
 Project Title **CDBG 2015-16 Leesburg Neighborhood Resource Center**
 To: Lake County Department of Housing & Community Development Division
 From: **Leesburg**

Paid Invoices (Period Covered) from _____ To _____

List Invoice #	Each Check Number	Vendor Names	Project Total on Invoice
TOTAL			

IN-KIND CONTRIBUTIONS [report if applicable]: Contributions used in completion of project using other than CDBG funds [e.g., labor, materials, financial contributions, etc.]

TOTAL EARNED		\$	
LESS RETAINAGE		-\$	
TOTAL LESS RETAINAGE – BALANCE DUE		\$	
Awarded Funds:	Previous Balance Forward	Reimbursement Amount	Balance Forward
CDBG FUNDS (\$362,284.00)	\$0.00	\$0.00	\$0.00

I certify that to the best of my knowledge the data reported in this reimbursement request is accurate.

_____/_____
 Signature and Title Date

SPECIAL NOTE: ALL Invoices and Checks listed above must be attached (as well as any Bidding Information and Contracts). ALL COPIES MUST BE LEGIBLE AND REPRODUCIBLE.

APPROVAL

_____/_____
 CDBG Program Supervisor Date

_____/_____
 Housing Division Manager Date

Signature: _____ Date: _____

APPENDIX E Sample Monitoring Instrument

Sample Monitoring Instrument for Public Facilities

Construction activities	Yes	No	N/A
Is there a copy of the contract for professional services?			
Are there copies of all plans and specifications?			
Is there a copy of the Davis Bacon Wage Determination?			
Is there verification of the bid opening?			
Is there documentation of the pre-construction conference?			
Are all monthly reports current?			
Have any requests for Budget changes been properly documented/filed?			
Have all invoices submitted contained the required documentation/backup?			
Are partial payment requests verified by site inspections?			
Are "Change Orders" properly documented and processed?			
Have all payroll requests been verified/adjusted properly?			
Is there a final inspection report preceding final payment?			
Have any/all liens against the contractor been released?			

Proposed Budget and Cost Estimate

Category	Line Item	CDBG Funds	Other Funding	Total
Salaries & benefits (service delivery or labor costs only)				
Materials & equipment	Construction Costs & Architectural Services	\$362,284.00	\$350,000.00	\$712,284.00
Consultants & professional services				
Other Revenue				
Totals		362,284.00	\$350,000.00	\$712,284.00



AGENDA MEMORANDUM

Item No: 5.C.2.

Meeting Date: June 27, 2016

From: Ken Thomas, Housing & Redevelopment Manager

Subject: HOME Investment Partnership Consortium Agreement between Lake County Government and the City of Leesburg

Staff Recommendation:

Staff recommends approval of the HOME Investment Partnership Consortium Agreement between Lake County Government and the City of Leesburg.

Analysis:

The HOME Investment Partnership Consortium Agreement is a request from Lake County Government to establish a Housing Consortium for the purpose of receiving Federal funding to expand the supply of affordable housing. Lake County Government and the City of Leesburg do not qualify alone for HOME funds, therefore the Housing and Urban Development (HUD) Department requires both government entities to form a consortium and pay the "buy-in" fee of \$147,000 to participate and receive Federal funding. Lake County Government will be the Lead Agency and has agreed to pay the buy-in fee. Lake County Government anticipates receiving over \$500,000 of HOME program funds and the money will be used for housing programs developed by the Consortium.

The purpose of the Consortium is to design programs to provide decent, safe, sanitary and affordable housing, and to expand the long-term supply of affordable housing. The Agreement will have a three (3) year term (2017, 2018, and 2019), commencing on October 1, 2017 and ending on September 30, 2020. The funds will help the City of Leesburg address the multi-family and single family housing shortages for low to moderate income homebuyers.

Options:

1. Approval of the Interlocal Agreement between Lake County Government and Leesburg to establish the HOME Investment Partnership Consortium; and/or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 6/22/2016 5:32 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. <u>mwr</u> Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE AN INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY GOVERNMENT AND THE CITY
OF LEESBURG FOR THE FORMATION OF THE HOME
INVESTMENT PARTNERSHIP PROGRAM (HOME) TO
ADDRESS AFFORDABLE HOUSING WITHIN OUR
COMMUNITY; AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute a HOME
Investment Partnership Consortium Agreement with Lake County Government whose
address is County Manager, Lake County Administration Building, 315 West Main Street, Suite
308, Post Office Box 7800, Tavares, Florida 32778-7800.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 27th day of June 2016.

Mayor

ATTEST:

City Clerk

INTERLOCAL AGREEMENT

BETWEEN

LAKE COUNTY

AND

CITY OF LEESBURG

RELATING TO

H.O.M.E. INVESTMENT PARTNERSHIP CONSORTIUM AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into at Lake County, Florida, effective the first day of October 2016, by and between Lake County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", by and through its Board of County Commissioners, and the City of Leesburg, a municipal corporation located in Lake County, Florida, hereinafter referred to as the "CITY", by and through its City Council.

WHEREAS, the United States Congress has found that inadequate progress has been made towards the national housing policy goal to provide decent, safe, sanitary and affordable living environments for all citizens; and,

WHEREAS, the National Affordable Housing Act of 1990 authorized Federal funding for jurisdictions that would establish programs to increase the number of families served with decent, safe, sanitary and affordable housing, and expand the long-term supply of affordable housing; and,

WHEREAS, the HOME Investment Partnerships Program ("HOME") is a federally funded program designed to implement the purposes of the National Affordable Housing Act of 1990; and,

WHEREAS, HOME authorizes the formation of a consortium of geographically contiguous units of general local government for the purpose of becoming eligible to receive Federal grants as a participating jurisdiction in the HOME Program; and,

WHEREAS, neither the COUNTY nor the CITY are individually eligible to receive a direct allocation in the HOME Program due to not meeting the minimum allocation requirement; and

WHEREAS, the COUNTY and CITY wish to participate in a consortium to qualify for the HOME Program; and

WHEREAS, the COUNTY and CITY have determined that obtaining funding under the HOME Program will increase the ability to provide affordable housing for residents with incomes at or below 80% of the area median income; and

WHEREAS, the United States Department of Housing and Urban Development ("HUD") allows consortiums who do not meet the minimum estimated allocation to "buy-in" to the program; and

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any

power, privilege, or authority which such agencies share in common, and which each might exercise separately, and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and

WHEREAS, it is the intent of the COUNTY and CITY to utilize the power and authority of the Florida Interlocal Cooperation Act of 1969 by the execution of this Agreement; and

WHEREAS, in order to participate as a consortium, the COUNTY and CITY must have a minimum combined estimated allocation of five hundred thousand dollars (\$500,000.00) but currently have an estimated combined allocation of three hundred fifty three thousand dollars (\$353,000.00); and

WHEREAS, the COUNTY and CITY are not individually eligible to receive a direct allocation in the HOME Program due to not meeting the minimum allocation requirement and wish to participate in a consortium to qualify for the HOME Program; and

WHEREAS, HUD allows consortiums who do not meet the minimum estimated allocation to participate in the program utilizing a "buy-in" method to the program; and

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, and for good and valuable consideration, receipt of which is hereby acknowledged by the parties, the parties hereto agree, stipulate and covenant as follows:

Section 1. **Recitals.** The foregoing recitals are agreed to by the parties and are hereby incorporated herein.

Section 2. **Purpose.** This Agreement is entered into as a legally binding cooperation Agreement so as to form a consortium within the meaning of the National Affordable Housing Act of 1990, and so as to meet the HUD requirements for the designation of the COUNTY and the CITY as a consortium as defined by the HOME Program.

Section 3. **Status.** This Agreement is entered into to allow the COUNTY and the CITY to work together in a cooperative effort to meet the national housing policy of decent, safe, sanitary, and affordable housing for citizens residing in Lake County. The CITY and the COUNTY hereby form a consortium to be known as the Lake County HOME Consortium (the "Consortium"). The CONSORTIUM shall be a unit of local government, for funding purposes under the HOME Program, upon designation by HUD through its Consortia Qualification Notice.

Section 4. **Term.** This Agreement shall be effective for a period of three federal fiscal years (2017, 2018, and 2019) commencing on October 1, 2017 and ending on September 30, 2020. This Agreement shall be automatically renewed for the same term unless,

- a. The CITY provides written notice of their decision not to participate in a new three-year term. Said notice must be provided to the COUNTY as Lead Agency no later than April 30, 2020, or
- b. One or more of members of the CONSORTIUM fails to adopt and to submit to HUD an amendment to this Agreement that incorporates all changes necessary to meet Cooperation Agreement requirements as mandated by HUD in the Consortia Qualification Notice applicable to the subject qualification period

The COUNTY shall, by the date specified in HUD's Consortia Qualification Notice for each qualification period, notify the CITY in writing of their right to decline to participate in the

CONSORTIUM. The parties of the CONSORTIUM will utilize the same program year (October 1 through September 30) as that which is used for Community Development Block Grants ("CDBG") and the HOME Program.

Section 5. Lead Agency. The COUNTY shall be the member unit of general local government authorized to act as the representative of the CONSORTIUM in its dealings with HUD and shall thereby be designated as the Lead Agency. As the Lead Agency, the COUNTY shall have overall responsibility to coordinate among the CONSORTIUM members compliance with the requirements of HUD pertaining to the CONSORTIUM's approval and for receipt funding for the housing affordability strategy to be adopted by the COUNTY and the CITY. The COUNTY also assumes overall responsibility of ensuring that the CONSORTIUM's HOME Program is carried out in compliance with HOME Program requirements, including requirements concerning a Consolidated Plan in accordance with HUD regulations contained in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR Part 92.350.

Section 6. Cost of Program Administration. Funds received from HUD allocated for costs relating to the administration of the HOME Program shall be used solely by the COUNTY for administration of the HOME Program.

Section 7. Obligations of Lead Agency. The COUNTY as the Lead Agency shall manage the entire HOME Program funding allocation on behalf of the CONSORTIUM, as set forth herein. Specifically, the COUNTY shall:

- a. Agree to pay the initial estimated amount of one hundred forty-seven thousand dollars (\$147,000.00) to "buy-in" to the program since the estimated consortium allocation is below the five hundred thousand dollars (\$500,000.00) minimum threshold.
- b. Contribute the twenty-five percent (25%) match requirement and the fifteen percent (15%) Community Housing Development Organization (CHDO) set aside at a rate based on the estimated HOME allocation; and
- c. Establish a local HOME Investment Trust Fund Account.
- d. Receive, disburse, and account for all HOME Program and matching funds.
- e. Oversee the HOME Program in the Integrated Disbursement and Information System (IDIS); activities may include but are not limited to creating projects, submitting accomplishments, and performing drawdowns. The CITY may assist with creating projects in IDIS and submitting accomplishments for CITY projects only.
- f. Submit all required reports and data to HUD. The CITY is responsible for submitting in a timely manner to the COUNTY, all information necessary for participation in the CONSORTIUM as defined in 24 CFR Part 92. This includes all information necessary for the Consolidated Plan, Annual Action Plan, the HOME Program description and certifications, CAPER, and any additional information as required by HUD.
- g. Conduct environmental reviews. The COUNTY may request the CITY's assistance with gathering pertinent information needed to complete environmental reviews on CITY projects.
- h. Oversee all monitoring activity.
- i. Track and retain all program income. The COUNTY will retain all monies allocated by HUD for administrative costs.
- j. Prepare and submit the Consolidated Plan to HUD. Development of the Consolidated Plan will require the participation of citizens and organizations as well as input from the CITY. The CITY will provide specific information concerning their housing and related activities to the COUNTY for inclusion in the Consolidated Plan. The Plan will identify the general activities and priorities to be undertaken with HOME funds.

- k. Provide staff support to manage and implement activities of the CONSORTIUM's HOME Program. Specific tasks include, but are not limited to, coordinating the citizen's participation process, developing necessary forms and agreements, drafting program descriptions, Requests for Proposals ("RFP"), Notice of Funding Availability ("NOFA"), reviewing and evaluating proposals for funding, technical assistance to project sponsors, monitoring funded projects, and preparing required reports.
- l. Prepare and amend The Consolidated Plan to include the HOME Program for the purpose of identifying the general activities and priorities to be undertaken with the HOME funds for the CONSORTIUM, which shall meet the requirements of applicable Federal regulations.
- m. Undertake any other administrative tasks necessary to effectively carryout the HOME Program.

Section 8. Allocation of Funding. HOME Program allocations by HUD shall be used as approved by the COUNTY and the CITY. In the event the COUNTY and the CITY are unable to agree on the use of HOME Program allocations, the HOME funds shall be utilized in the specific jurisdictions of the CITY and the COUNTY based upon the ratio of population. The COUNTY shall be responsible for administering all projects approved through this process.

Section 9. Certifications. The COUNTY and the CITY certify that each will cooperate with the other to undertake or assist in undertaking housing assistance activities for the HOME Program, and that each will affirmatively further the purposes of the National Affordable Housing Act of 1990 . Furthermore, the CITY and the COUNTY will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Acts of 1970, as amended, and the requirements governing the Residential Anti-displacement and Relocation Plan pursuant to Section 104(d) of the Housing and Community Development Act of 1974.

Section 10. Termination. This Agreement must, at a minimum, remain in effect until the HOME Program funds from each of the Federal fiscal years are expended for eligible activities. No CONSORTIUM member may withdraw from this Agreement while this Agreement remains in effect. Any new agreement will be governed by the requirements of the then current Consortium Qualification Notice.

Section 11. Authorizing Resolutions. Prior to executing this Agreement, the CITY and the COUNTY shall each adopt resolutions forming the CONSORTIUM which will authorize the chief elected official of the COUNTY and CITY to execute this Agreement.

Section 12. Legal Certifications. The Lake County Attorney shall deliver a written statement that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for the CONSORTIUM to undertake or assist in undertaking housing assistance activities pursuant to the HOME Program.

Section 13. Employee Status. Persons employed by the COUNTY and the CITY who perform services or functions pursuant to this Agreement shall not be deemed to be employees of the other governmental entity. The COUNTY and the CITY shall remain obligated to provide their respective employees with worker's compensation protection, salary and pension benefits, civil service or other employee rights and privileges.

Section 14. Notices. Formal notices pertaining to this Agreement shall be in writing, sent by U.S. Mail or hand delivery, addressed to the following:

COUNTY

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
P.O. Box 7800
Tavares, FL 32778-7800

CITY

City Mayor
Leesburg City Hall
501 W. Meadow
P O Box 490630
Leesburg, FL 34748

cc: Housing and Community Development Manager
P.O. Box 7800
Tavares, FL 32778-7800

Section 15. **Liability.** Each party shall be liable for the acts and omissions of its employees and agents in the performance of this Agreement to the extent permitted by law. Notwithstanding, neither party agrees to any waiver of its right to sovereign immunity pursuant to law under Florida Statute §768.28. Nothing in this Section or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the CITY or the COUNTY may have under Florida law. The provisions of this section are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.

Section 16. **Amendment.** This Agreement may be amended by the written consent of both parties.

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Interlocal Agreement between Lake County and City of Leesburg for HOME Investment Partnership Consortium Agreement

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY, through its Board of County Commissioners, signing by and through its Chair, and CITY, by its duly authorized representative.

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Sean M. Parks, Chairman

This _____ day of _____, 2016.

Approved as to form and legality:

Melanie Marsh
County Attorney

Interlocal Agreement between Lake County and City of Leesburg for HOME Investment Partnership Consortium Agreement

CITY

ATTEST:

J. Andi Purvis, City Clerk

Jay Hurley, Mayor

This _____ day of _____, 2016.

Approved as to form and legality:

Fred Morrison
City Attorney



AGENDA MEMORANDUM

Item No: 5.C.3.
Meeting Date: June 27, 2016
From: Travis Rima, Recreation Director
Subject: Special event request by Recreation Department

Staff Recommendation:

Staff recommends the City Commission grant permission to host a Bounce-A-Palooza back to school special event at Venetian Gardens.

Analysis:

Recreation staff would like to facilitate an event at Venetian Gardens that would include over 20 bounce houses, dunk tank, food trucks, DJ, and games/contests at the Venetian Gardens swimming pool. Cost of admission is \$5 per child.

Options:

1. Approve Recreation Department to facilitate the event, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

\$5,000 budgeted for Recreation special events. Admission revenue generated will cover a portion event expenses. Revenue from the dunk tank will go directly to the Recreation Department youth scholarship fund.

Submission Date and Time: 6/22/2016 5:32 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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AGENDA MEMORANDUM

Item No: 6A.

Meeting Date: June 27, 2016

From: Dan Miller, Planning & Zoning Manager

Subject: Scrivener's error, Ordinance 15-44, Ranches of Orlando

Staff Recommendation

Staff recommends approval of modifying *Section 3.C.2 Land Use and Development Standards* of the PUD (Planned Unit Development) zoning for Ordinance 15-44 to correct an error in the minimum home size square footage requirement.

Analysis

During discussion regarding this PUD (Planned Unit Development) staff and the applicant agreed that the minimum house size would be 2,000 square feet. The ordinance as presented to the City Commission showed 2,200 square feet which was an unintended error by Staff. Staff does agree with the applicant that the 2,000 square foot minimum home size should have been in the final PUD document.

Options

1. Approve the requested change as agreed upon by Staff and the applicant; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact

There is no fiscal impact as a result of this action.

Submission Date and Time: 6/22/2016 5:32 PM

Department: <u>Comm Dev</u> Prepared by: <u>Dan Miller, PZ Mgr</u> Attachments: <u>Yes</u> <u>No</u> Advertised: <u>Not Required</u> Dates: _____ Attorney Review: <u>Yes</u> <u>No</u> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ <u>MWR</u> Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING EXHIBIT A OF ORDINANCE NO. 15-44, WHICH ESTABLISHED PLANNED DEVELOPMENT CONDITIONS FOR THE REZONING OF THE RANCHES OF ORLANDO LLC PROPERTY, IN ORDER TO CORRECT A SCRIVENER'S ERROR IN THE OMISSION OF REVISIONS DISCUSSED AND AGREED UPON AT THE TIME OF ADOPTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 23, 2015, the City Commission adopted Ordinance No. 15-44, rezoning the Ranches of Orlando LLC property to City PUD (Planned Unit Development); and

WHEREAS, Ordinance No. 15-44 referred to Exhibit A "Planned Development Conditions"; and

WHEREAS, it is necessary to amend Exhibit A to Ordinance No. 15-44, to reflect changes agreed upon at the adoption hearing, but left out of the fully executed document;

NOW, THEREFORE,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA,
that:

Section 1.

Exhibit A of Ordinance No. 15-44 is hereby amended to reflect the revisions as attached. Except as specifically amended by this Ordinance, it is the intent of the City Commission that Ordinance No. 15-44 shall remain in full force and effect and all of its terms, conditions, and covenants shall apply to the land legally described therein.

Section 2.

All ordinances or part of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of
Leesburg, Florida, held on the _____ day of _____, 2016.

THE CITY OF LEESBURG

By: _____
Jay Hurley, Mayor

ATTEST:

J. Andi Purvis, City Clerk

**RANCHES OF ORLANDO
(CLEARWATER RESERVE)
PLANNED UNIT DEVELOPMENT CONDITIONS
October 15, 2015**

This Planned Unit Development Conditions for a PUD (Planned Unit Development) District is granted by the City of Leesburg, Lake County, Florida to Ranches of Orlando, LLC (Clearwater Reserve) "Permittee" for the purposes and subject to the terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND: The "Permittee" has requested a Planned Unit Development (PUD) zoning district to allow construction of a proposed large lot single family residential development comprised of a maximum of 43 residential units on approximately 217 acres located south of the Florida Turnpike and west of CR 33, on a site annexed into the City of Leesburg in accordance with their PUD application and supplemental information.

1. **PERMISSION** is hereby granted to Ranches of Orlando, LLC (Clearwater Reserve) to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described as follows:
2. **LEGAL DESCRIPTION:**
See attached legal Exhibit B.
3. **LAND USE AND DEVELOPMENT STANDARDS**

The above-described property, containing approximately 217 acres, shall be used for single family residential development, pursuant to City of Leesburg development codes and standards.

A. **Permitted Uses**

- 1) Single family residential units, at total gross density not to exceed one (1) unit per five (5) acres.
- 2) Accessory structures as permitted in the RE-1 (Estate Density Residential) zoning district, except as amended by the conditions listed herein.
- 3) Temporary modular sales center office shall be allowed during construction and sales of new units.

B. **Prohibited Uses**

- 1) All uses not specifically permitted within the conditions under Permitted Uses above shall be prohibited.

C. **Residential Development Standards**

- 1) The project shall contain a maximum of 43 single family residential units, at a gross density not to exceed one (1) unit per five (5) acres on the approximately 217 acre site.

- 2) The minimum house size shall be ~~2,200~~ 2000 square feet under climate conditioning.
- 3) The minimum lot development standards shall be those required for the RE-1 (Estate Density Residential) district except as amended by the conditions listed herein.
- 4) The minimum lot size for each single family unit shall be 43,560 square feet (1 acre).
- 5) The following minimum setbacks shall be maintained:
 - Front setback – 30 feet;
 - Rear setback – 30 feet;
 - Side setbacks – 25 feet minimum on one side, both sides must have a minimum combined total of 25 feet.
- 6) Minimum distance between structures shall be 10 feet; measured from building wall to building wall and the roof overhang shall not exceed 40 percent of the distance between the building wall and the property line.
- 7) Corner lots shall have a minimum side yard setback of 20 feet from the public right-of-way.
- 8) Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
- 9) An attached screened enclosure (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line.
- 10) Impervious surface coverage shall not exceed 50 percent of each platted lot, with open space to be no less than 50 percent of each platted lot.
- 11) As part of the site plan approval process, City Staff shall review final lot sizes and setbacks based on the requirements of the PUD.
- 12) Maximum building height shall not exceed two (2) stories or 35 feet.
- 13) All residential units shall be developed through a subdivision plat.
- 14) As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.
- 15) Property shall be required to be platted through the City of Leesburg subdivision plan approval process prior to development of the site. One model home for sales and office proposes shall be allowed prior to platting.

4. **SITE ACCESS**

- A. Access to the property will be as shown on the conceptual plan, as approved through the City of Leesburg development and permitting processes. Any additional access shall be subject to the City of Leesburg PUD amendment and site plan application review process.

- B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable.

5. **STORMWATER MANAGEMENT**

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowners association is an acceptable maintenance entity.
- D. The 100-year flood plain shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and /or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg, the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

7. **WETLANDS AND FLOOD ZONES**

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the preliminary plat application.
- B. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- C. Wetlands shall have a minimum upland buffer of 30 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland

buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

- D. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- E. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- F. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- G. A map indicating the location of the 100-year flood plain.
- H. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and/or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.

8. **DRAINAGE AND UTILITIES**

- A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:
 - 1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties shall be required.
 - 2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.
 - 3) Due to the large lot sizes of the proposed development, the City of Leesburg does not intend to service the property with water or wastewater services at this time. Should connection be desired in the future, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying all water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

9. **TRANSPORTATION IMPROVEMENTS**

- A. Any transportation improvements or right-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process.
- B. Vehicular access to the project site shall be provided from Bright Lake Circle on the south side of the development for both primary and emergency access. Other potential

access points to adjacent properties will be reviewed by the Development Review Committee during site plan review process.

- C. The Permittee shall provide all necessary improvements/signalization within and adjacent to the development as required by Lake County, the MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg, the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time.
- G. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off-site improvements required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

10. **LANDSCAPING AND BUFFER REQUIREMENTS**

- A. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances.
- B. Variations to the landscape requirements of the code may be approved by the Community Development Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

11. **MAINTENANCE**

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowners association shall serve as an appropriate entity for all common properties within the development.

12. **DEVELOPMENT PHASING**

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process.
- B. Implementation of the project shall substantially commence within 48 months of approval of this PUD (Planned Unit Development). In the event that the conditions of

the PUD have not been substantially implemented during the required time period, the PUD shall be scheduled with due notice for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

13. **DESIGN REQUIREMENTS**

A. All buildings shall utilize at least three of the following design features including garage vehicle doors to provide visual relief along all elevations of the single family dwelling units. Designs may vary throughout the development.

- 1) Dormers
- 2) Gables
- 3) Recessed or raised entries
- 4) Covered porch entries
- 5) Cupolas
- 6) Pillars or decorative posts
- 7) Bay window (minimum 12 inch projections)
- 8) Eaves (minimum 6-inch projections)
- 9) Front windows with arched glass tops and minimum 4-inch trim.
- 10) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
- 11) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

- 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
- 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option).
- 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- 4) Garages shall be placed in such a manner that ingress/egress shall be from the side.

C. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.

14. **MISCELLANEOUS CONDITIONS**

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

15. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution or collection lines, since existing facilities in the service area are not adequate, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2. Commitment of Capacity

- a. There are no previous commitments of any existing or planned excess capacity.

3. Ability to Provide Services

- a. At this time, the City does not intend to provide water, wastewater and reclaimed water service to this development.

Legal Description

THAT PART OF SECTIONS 21, 27, AND 28 OF TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 28, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND RUN NORTH 00°12'05" EAST ALONG THE WEST LINE OF THE NW 1/4 A DISTANCE OF 1,029.78 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-48, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 8,878.68 FEET AND A RADIAL BEARING OF NORTH 48°31'02" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 03°31'31" AN ARC LENGTH OF 548.29 FEET TO THE END OF SAID CURVE; THENCE NORTH 45°00'28" EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-48 A DISTANCE OF 2,589.23 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE SOUTH 43°02'13" EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 804.75 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE SOUTH 43°02'13" EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE A DISTANCE OF 1,862.41 FEET TO A POINT ON THE NORTH LINE OF THE NE 1/4 OF THE AFOREMENTIONED SECTION 28; THENCE NORTH 89°43'55" WEST ALONG THE NORTH LINE OF THE NE 1/4 A DISTANCE OF 219.06 FEET; THENCE SOUTH 00°14'06" WEST, 1,325.25 FEET TO A POINT ON THE NORTH LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 28; THENCE SOUTH 89°48'11" EAST ALONG THE NORTH LINE OF THE SW 1/4 OF THE NE 1/4 A DISTANCE OF 165.40 FEET TO THE SOUTHWEST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 28; THENCE NORTH 00°14'13" EAST ALONG THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 A DISTANCE OF 331.29 FEET; THENCE SOUTH 89°45'37" EAST, 330.83 FEET; THENCE NORTH 00°14'27" EAST, 232.23 FEET THENCE NORTH 48°57'47" EAST, 320.23 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE SOUTH 43°02'13" EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, 4,704.66 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SW 1/4 OF THE AFOREMENTIONED SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE NORTH 89°53'48" WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SW 1/4 OF SAID SECTION 27 A DISTANCE OF 2,466.14 FEET TO THE SOUTHEAST CORNER OF THE NE 1/4 OF THE SE 1/4 OF THE AFOREMENTIONED SECTION 28; THENCE NORTH 89°50'40" WEST ALONG THE SOUTH LINE OF THE NE 1/4 OF THE SE 1/4 A DISTANCE OF 1,322.68 FEET; THENCE NORTH 00°13'48" EAST

ALONG THE WEST LINE OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 28 A DISTANCE OF 662.43 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 28; THENCE NORTH 69°49'34" WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NW 1/4 OF THE SE 1/4 A DISTANCE OF 935.69 FEET; THENCE NORTH 00°12'41" EAST, 662.73 FEET; THENCE NORTH 11°55'18" WEST, 1356.70 FEET; THENCE NORTH 00°12'41" EAST, 2980.71 FEET TO THE POINT OF BEGINNING.

LESS THAT PART OF CLEARWATER RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, SOUTH OF THE FLORIDA TURNPIKE SUNSHINE STATE PARKWAY.

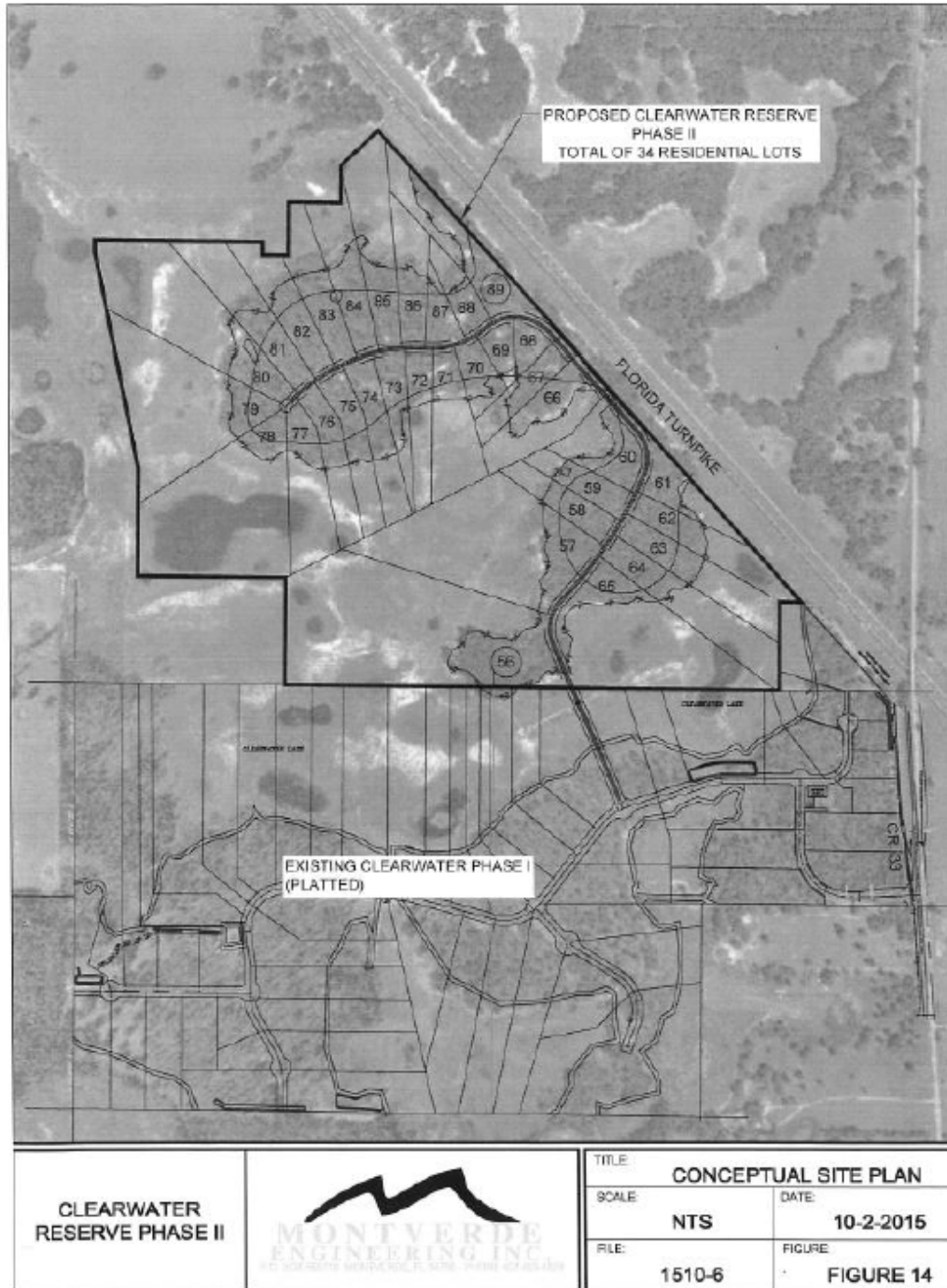
LESS:

That part of Sections 21, and 26 of Township 20 South, Range 24 East, in Lake County, Florida, bounded and described as follows: Commence at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 26, Township 20 South, Range 24 East, and run North 00°12'05" East along the West line of the Northwest 1/4 a distance of 1,029.78 feet to a point on the Southeastly right of way line of County Road No. C-48, said point being on a curve concave Southeastly and having a radius of 8,878.68 feet and a radial bearing of North 48°31'02" West; thence Northeastly along the arc of said curve and said Southeastly right of way line through a central angle of 03°31'31" an arc length of 546.29 feet to the end of said curve; thence North 45°00'29" East along said Southeastly right of way line of County Road No. C-48 a distance of 2,589.23 feet to a point on the Southwesterly right of way line for Florida's Turnpike; thence South 43°02'13" East along said Southwesterly right of way line a distance of 804.75 feet to the Point of Beginning of this description; from said Point of Beginning, continue South 43°02'13" East along said Southwesterly right of way line of Florida's Turnpike a distance of 1,862.41 feet to a point on the North line of the Northeast 1/4 of the aforementioned Section 26; thence North 89°43'55" West along the North line of the Northeast 1/4 a distance of 219.06 feet; thence South 00°14'06" West, 1,242.70 feet; thence North 89°44'26" West a distance of 1,066.48 feet; thence North 00°12'41" East, 2,589.16 feet to the Point of Beginning.

TOGETHER WITH AND SUBJECT TO EASEMENT "A" DESCRIBED AS FOLLOWS, TO WIT: A 50- foot wide easement for ingress and egress lying over, upon and through the following described parcel of land: Commence at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 26, Township 20 South, Range 24 East, in Lake County, Florida, and run North 00°12'05" East along the West line of the Northwest 1/4 of said Section 26 a distance of 1029.78 feet to a point on the Southeastly right-of-way line of County Road No. C-48, said point being on a curve concave Southeastly and having a radius of 8,878.68 feet and a radial bearing of North 48°31'02" West; thence Northeastly along the arc of said curve and said Southeastly right-of-way line through a central angle of 03°31'31" an arc length of 546.29 feet to the end of said curve; thence North 45°00'29" East, along said Southeastly right-of-way line of County Road No. C-48 a distance of 2138.98 feet to the Point of Beginning of this easement description; from said Point of Beginning, continue North 45°00'29" East along said Southeastly right-of-way line a distance of 50.12 feet; thence South 49°02'16" East, 37.18 feet; thence South 87°03'19" East, 569.89 feet to a point on the Southwesterly right-of-way line of Florida's Turnpike; thence South 43°02'13" East along said Southwesterly right-of-way line of Florida's Turnpike a distance of 2,206.72 feet to a point on the North line of the Northeast 1/4 of the aforementioned Section 26; thence North 89°43'55" West along the North line of the Northeast 1/4 of said Section 26 a distance of 68.71 feet; thence North 43°02'13" West parallel with the Southwesterly right-of-way line of Florida's Turnpike a distance of 2,139.39 feet; thence North 87°03'19" West 566.90 feet; thence North 49°02'16" West, 57.94 feet to the Point of Beginning.

CONCEPTUAL SITE PLAN (Aerial)

EXHIBIT C



CONCEPTUAL SITE PLAN (Location)

EXHIBIT D

